

AGENDA

CANFIELD CITY COUNCIL

December 20, 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.      **Cardinal Joint Fire District Representative**
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** Providing For Electric Vehicle Charging Stations New Conditional Permitted Use Section 1151.01(N)

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

**Action Needed:** We had a public hearing earlier this evening regarding this 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** Approving the Replat of Lot 2943 Into Lot 2942 at 21 Woodland Run by Christopher Berardino.

**Description:** He is putting an addition onto his home and making his yard bigger.

**Action Needed:** Approval of Ordinance.

**Attachment(s):** Mylar, Certification from MS Consultants, recommendation from P&Z

- B. An **Ordinance** Approving the Replat of Stonebridge Lot 6903 on Lake Wobegon Drive, Creating Lot 6910 by Stonebridge Land Corp.

**Description:** He is breaking up a larger parcel to sell a lot and build a new home.

**Action Needed:** Passage of Ordinance

**Attachment(s):** Mylar, Certification from MS Consultants, recommendation from P&Z.

- C. An **Ordinance** Amending Ordinance 2023-24 Adopting Salary and Benefits for all Full and Part-Time Non-Bargaining Unit Employees and Declaring an Emergency.

**Description:** The current salary and benefits ordinance for the City of Canfield currently covers salary and benefits for non-bargaining unit employees through year 2023. Staff has been working on updates and amendments to the salary ordinance to cover years 2024-2026.

**Action Needed:** Passage of Ordinance

**Attachment(s):**

- D. An **Ordinance** Amending Ordinance 2023-39, Annual Appropriation Ordinance to Make Appropriations for Current Expenses and other Expenditures of the City of Canfield, State of Ohio, During the Fiscal Year Ending December 31, 2023.

**Description:** The City of Canfield Finance Department must make amendments to the appropriations ordinance from time to time in order to adjust, make changes and additional appropriations in order to meet the financial needs of the City. This Ordinance amends Ordinance 2023-39, by adjusting appropriations.

**Action Needed:** Passage of Ordinance

**Attachment(s):**

- E. An **Ordinance** Providing Transfers to Various Funds

**Description:**

From	To	
General Fund	Parks Fund	50,000.00
General Fund	Recreation Fund	4,000.00
Red Gate Debt Retirement	General Fund	18.81
	<b>Total</b>	<b>54,018.81</b>

**Action Needed:** Passage of Ordinance

**Attachment(s):**

- F. Temporary Appropriation **Ordinance.**

**Description:** This is to get us through the first 3 months of the new year. City Council will finalize the 2024 budget in March of 2024.

**Action Needed:** Passage of this Ordinance.

**Attachment(s):** Ordinance

- G. An **Ordinance** Amending Ordinance 1973-44 Rezoning Lot 929 at 530 West Main Street from B-2 General Commercial to M-1 Manufacturing.

**Description:** Mr. Cerimele addressed Council at our last meeting. He would like to change the zoning at 530 West Main Street from B-2 General Commercial to M-1 Manufacturing to allow for outdoor storage.

**Action Needed:** First Reading set a public hearing for January 17, 2024.

**Attachment(s):** Ordinance

- H. A **Motion** Authorizing the City Manager to Enter Into an Agreement on Behalf of the City of Canfield with Canfield Township and the Canfield Board of Education Regarding the Allocation of Costs Related to the Provision of School Resource Officers.

**Description:** See Chief

**Action Needed:** Passage of Motion

**Attachment(s):** Motion and Agreement

12. Council Comments.

13. Adjournment

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 B1, 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, areas of 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. Setback Requirements. EV charging stations shall be set back at least 25 feet from the front right of way.
- 8. 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.
- 9. 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](http://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



## City of Canfield

104 LISBON STREET  
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[www.ci.canfield.oh.us](http://www.ci.canfield.oh.us)



**DATE: DECEMBER 14, 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 December 14, 2023, the following motion was made:

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

The motion was seconded by Mr. Kristan.

This motion passed 5 - 0

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

ORDINANCE

AN ORDINANCE APPROVING THE REPLAT OF LOT 2943 INTO LOT 2942  
AT 21 WOODLAND RUN BY CHRISTOPHER BERARDINO

WHEREAS, the Planning & Zoning Commission at their Regular Meeting on December 14, 2023 approved the replat of lot 2943 into lot 2942, at 21 Woodland Run.

WHEREAS, the Planning and Zoning Commission recommends to Council the approval of the replat of lot 2943 into 2942, at 21 Woodland Run.

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

Section 1: The Council of the City of Canfield approves the replat of lot 2943 into 2942, at 21 Woodland Run.

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2023.

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

ATTEST:

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

Certification of Publication

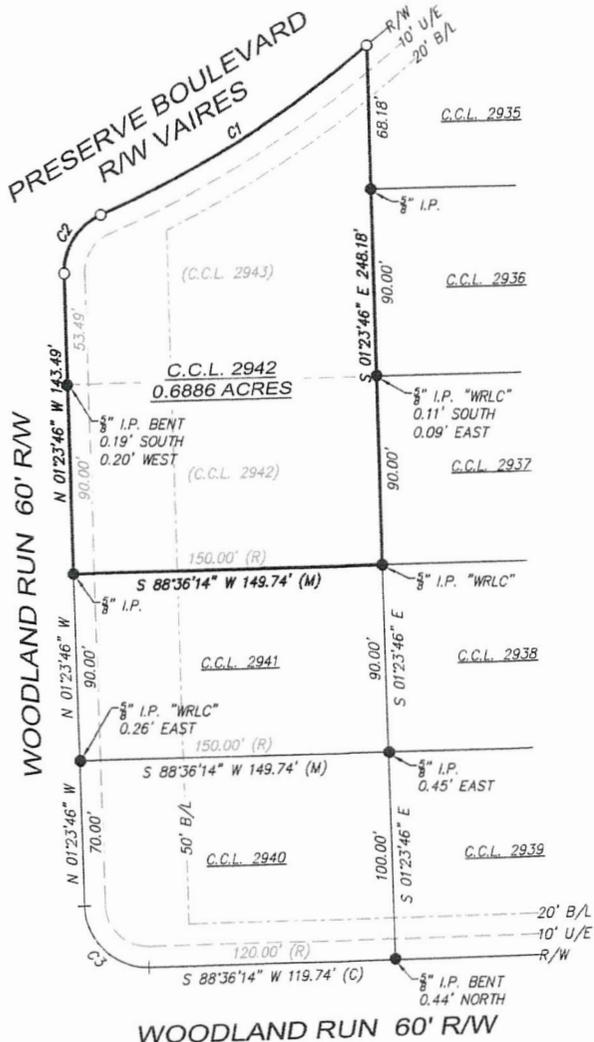
I, the undersigned Clerk of Council of the City of Canfield, Ohio hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: \_\_\_\_\_

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

APPROVED AS TO FORM:

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

**REPLAT**  
**CANFIELD CITY LOTS 2942 AND 2943**  
**THE PRESERVE PLAT NO. 9**  
**REPLAT OF CANFIELD CITY LOT NO. 2561**  
**PLAT VOLUME 111, PAGE 81**  
**CITY OF CANFIELD, COUNTY OF MAHONING, OHIO**



**C.C.L. 2942**  
 OWNER: CHRISTOPHER BERARDINO  
 NADIA BERARDINO  
 ADDRESS: 21 WOODLAND RUN  
 CANFIELD, OHIO 44406  
 PARCEL: 28-020-0-166.00-0  
 DEED: O.R. 6251, PAGE 1805

**C.C.L. 2943**  
 OWNER: CHRISTOPHER BERARDINO  
 ADDRESS: V/L WOODLAND RUN  
 CANFIELD, OHIO 44406  
 PARCEL: 28-020-0-167.00-0  
 DEED: O.R. 6563, PAGE 62

**SYMBOL LEGEND**

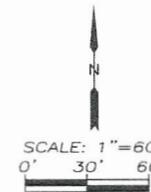
- - IRON PIN FOUND (AS NOTED)
- - 30" LONG 3/8" IRON PIN SET W/ID CAP ECH-8738
- (C) - CALCULATED INFORMATION
- (M) - MEASURED INFORMATION
- (R) - RECORD INFORMATION
- C.C.L. - CANFIELD CITY LOT


**ECHLAND SURVEYING, LLC**  
 8200 W. WESTERN RESERVE ROAD  
 CANFIELD, OH 44406  
 (330)261-0311  
 ERIC@ECHLANDSURVEYING.COM

CURVE TABLE						
Curve #	Length	Radius	Delta	Tangent	Chord Bearing	Chord
C1	152.53	539.52	16°11'55"	76.78	N 58°12'08" E	152.03
C2	35.45	30.00	67°41'51"	20.12	N 32°27'10" E	33.42
C3	47.12	30.00	90°00'00"	30.00	N 46°23'46" W	42.43

**NOTE:**  
 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT & NO SEARCH OF THE PUBLIC RECORDS WAS MADE FOR EASEMENTS, RIGHT-OF-WAY, AND ETC.

**NORTH BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, GROUND COORDINATES.**



I DO CERTIFY THAT I HAVE SURVEYED THE AREA AND PREPARED THE PLAT SHOWN HEREON, THAT SAID PLAT IS CORRECT AND THAT ALL CORNER MONUMENTS AS SHOWN ARE IN PLACE.

*Eric Wayne Hillard* 5/1/2023  
 ERIC WAYNE HILLARD PS No. 8738

WE (I) CHRISTOPHER BERARDINO AND NADIA BERARDINO OWNER(S) OF THE LAND INDICATED ON THIS PLAT DO HEREBY MANIFEST OUR APPROVAL OF THE SUBDIVISION AND DEDICATE THE STREETS AND LAND FOR OPEN SPACES AS SHOWN HEREON TO THE PUBLIC FOREVER. WE (I) FURTHER CERTIFY THAT THE PLAT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY ANTHONY J. BENNETT TO CHRISTOPHER BERARDINO AND NADIA BERARDINO BY DEED DATED OCTOBER 2, 2017 AND RECORDED IN DEED VOLUME O.R. 6251, PAGE 1805 OF THE MAHONING COUNTY RECORD OF DEEDS AND PART OF THE LANDS CONVEYED BY PRESERVE REALTY HOLDING, LLC TO CHRISTOPHER BERARDINO BY DEED DATED FEBRUARY 27, 2023 AND RECORDED IN DEED VOLUME O.R. 6563, PAGE 62 OF THE MAHONING COUNTY RECORD OF DEEDS AND THAT ALL MONUMENTS AS REQUIRED BY SUBDIVISION REGULATIONS WILL BE PLACED.

AS WITNESS OUR(MY) HAND(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OWNERS: \_\_\_\_\_ OWNERS: \_\_\_\_\_  
 CHRISTOPHER BERARDINO NADIA BERARDINO

STATE OF OHIO ) BEFORE ME, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, PERSONALLY APPEARED THE ABOVE  
 MAHONING COUNTY ) SS SIGNED PERSON(S) WHO ACKNOWLEDGE THAT THEY ARE (HE OR SHE IS) THE OWNER(S) OF THE LAND  
 SHOWN ON THE ACCOMPANYING SUBDIVISION AS SHOWN ABOVE, AND THAT THE SIGNING OF THE  
 ABOVE CERTIFICATE IS THEIR OWN FREE ACT AND DEED.

AS WITNESS HEREOF AND HAVE HEREUNTO SET MY HANDS AND AFFIXED MY OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

APPROVED BY THE CITY OF CANFIELD ENGINEER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 CITY ENGINEER \_\_\_\_\_

APPROVED BY THE CITY OF CANFIELD PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 CHAIRMAN \_\_\_\_\_ SECRETARY \_\_\_\_\_

APPROVED BY THE CITY OF CANFIELD COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 CHAIRMAN \_\_\_\_\_ SECRETARY \_\_\_\_\_

ENTERED FOR TRANSFER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 MAHONING COUNTY AUDITOR \_\_\_\_\_

RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK.

RECORDED IN VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE MAHONING COUNTY RECORD OF PLATS,

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 MAHONING COUNTY RECORDER \_\_\_\_\_

**Mapcheck 1: CCL 2942**

Closure Summary

Precision, 1 part in: 377831.771'  
Error distance: 0.002'  
Error direction: N23° 14' 03.93"E  
Area: 29997.37 Sq. Ft.  
Square area: 29997.369  
**0.6886 ACRES**  
Perimeter: 729.390'

Point of Beginning

Easting: 2441832.1138'  
Northing: 500575.8749'

Side 1: Line

Direction: N01° 23' 46.00"W  
Angle: [178.6039 (d)]  
Deflection angle: [-001.3961 (d)]  
Distance: 143.490'  
Easting: 2441828.6178'  
Northing: 500719.3223'

Side 2: Curve

Curve direction: Clockwise  
Radius: [30.000']  
Arc length: 35.450'  
Delta angle: 067.6975 (d)  
Tangent: 20.120'  
Chord direction: N32° 27' 10.00"E  
Chord angle: [-146.1511 (d)]  
Deflection angle: [033.8489 (d)]  
Chord distance: 33.420'  
Easting: 2441846.5511'  
Northing: 500747.5232'

Side 3: Curve

Curve direction: Counter-clockwise  
Radius: [539.537']  
Arc length: 152.530'  
Delta angle: 016.1986 (d)  
Tangent: 76.780'  
Chord direction: N58° 12' 08.00"E  
Chord angle: [171.9007 (d)]  
Deflection angle: [-008.0993 (d)]  
Chord distance: 152.030'  
Easting: 2441975.7634'  
Northing: 500827.6313'

Side 4: Line

Direction: S01° 23' 46.00"E  
Angle: [-051.4990 (d)]  
Deflection angle: [128.5010 (d)]  
Distance: 248.180'

Easting: 2441981.8101'  
Northing: 500579.5249'  
Side 5: Line  
Direction: S88° 36' 14.00"W  
Angle: [-090.0000 (d)]  
Deflection angle: [090.0000 (d)]  
Distance: 149.740'  
Easting: 2441832.1146'  
Northing: 500575.8766'



*Eric Wayne Hillard*

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

**ORDINANCE**

AN ORDINANCE APPROVING THE REPLAT OF STONEBRIDGE LOT 6903 ON LAKE WOBEGON DRIVE, CREATING CITY LOT 6910 BY STONEBRIDGE LAND CORP.

WHEREAS, the Planning & Zoning Commission at their Regular Meeting on December 14, 2023 approved the replat of lot 6903 creating city lot 6910 on Lake Wobegon Drive.

WHEREAS, the Planning and Zoning Commission recommends to Council the approval of the replat of lot 6903 creating city lot 6910 on Lake Wobegon Drive.

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

Section 1: The Council of the City of Canfield approves the replat of lot 6903, creating city lot 6910 on Lake Wobegon Drive.

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2023.

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

ATTEST:

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

**Certification of Publication**

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

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

APPROVED AS TO FORM:

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

Lot 6903

Prepared by: Microsoft

Routine: Reduce Map Check File Coord File: STONE-LOT6902REPLAT.crd 11/08/23 1:13:43

Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

Correct Ending Coordinates, North: 7872.9714 East: 3409.4550  
Beginning Coordinates, North: 7872.9594 East: 3409.4449  
Error, N: -0.01 E: -0.01 Total: 0.02 Brg: N 40°07'33"E  
Distance Traversed: 1108.46 Closure: 70718

Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		7872.9714	3409.4550		5000
04°32'00"W	300.64	7573.2719	3385.6927		5001
89°02'01"W	130.43	7571.0721	3255.2812		5002
07°02'39"E	112.53	7682.7527	3269.0813		5003
78°05'26"W	168.59	7717.5439	3104.1202		5004
26°36'58"E	53.42	7765.3029	3128.0529		5005

CURVE DEF: Arc

RAD: 1530.00	LEN: 97.76	TAN: 48.89	CURVE DIR: CCW	
CHORD: 97.74	MO: 0.78	EXT: 0.78	CEN. ANG: 3°39'39"	
SEG: 50.87	TRI: 74732.95		DEGREE: 3°44'41"	
			SEC: 74783.82	
63°23'03"W	1530.00	8450.7554	1760.1878	5006 PC->RP
67°02'41"E	1530.00	7854.0394	3169.0278	5007 RP->PT
24°47'08"E	97.74	7854.0394	3169.0278	5007 PC->PT

CURVE DEF: Arc

RAD: 25.00	LEN: 28.83	TAN: 16.26	CURVE DIR: CW	
CHORD: 27.26	MO: 4.04	EXT: 4.82	CEN. ANG: 66°04'36"	
SEG: 74.74	TRI: 285.65		DEGREE: 229°10'59"	
			SEC: 360.39	
67°02'38"E	25.00	7844.2887	3192.0479	5008 PC->RP
00°58'02"W	25.00	7869.2852	3191.6259	5009 RP->PT
55°59'40"E	27.26	7869.2852	3191.6259	5009 PC->PT
89°02'01"E	217.85	7872.9594	3409.4449	5010

Approx: Sq. Feet: 61525.43 Acres: 1.4124

Lot 6910

Prepared by: Microsoft

Routine: Reduce Map Check File Coord File: STONE-LOT6902REPLAT.crd 11/08/23

3:08:45

Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

Correct Ending Coordinates, North: 7872.9714 East: 3409.4550

Ending Coordinates, North: 7872.9740 East: 3409.4594

Error, N: 0.00 E: 0.00 Total: 0.01 Brg: S 59°11'27"W

Distance Traversed: 846.33 Closure: 164672

o Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		7872.9714	3409.4550		5000
02°07'35"W	299.69	7573.4878	3398.3353		5001
89°02'01"W	129.32	7571.3067	3269.0337		5002
04°32'00"E	300.64	7871.0061	3292.7960		5003
89°02'01"E	116.68	7872.9740	3409.4594		5004

Approx: Sq. Feet: 36807.85 Acres: 0.8450

Lot 6903

Prepared by: Microsoft

Routine: Reduce Map Check File Coord File: STONE-LOT6902REPLAT.crd 11/08/23

Time: 13:43

Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

Correct Ending Coordinates, North: 7872.9714 East: 3409.4550  
Starting Coordinates, North: 7872.9594 East: 3409.4449  
Error, N: -0.01 E: -0.01 Total: 0.02 Brg: N 40°07'33"E  
Distance Traversed: 1108.46 Closure: 70718

Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
04°32'00"W	300.64	7872.9714	3409.4550		5000
89°02'01"W	130.43	7573.2719	3385.6927		5001
07°02'39"E	112.53	7571.0721	3255.2812		5002
78°05'26"W	168.59	7682.7527	3269.0813		5003
26°36'58"E	53.42	7717.5439	3104.1202		5004
		7765.3029	3128.0529		5005

CURVE DEF: Arc

RAD: 1530.00	LEN: 97.76	TAN: 48.89	CURVE DIR: CCW	
CHORD: 97.74	MO: 0.78	EXT: 0.78	CEN. ANG: 3°39'39"	
SEG: 50.87	TRI: 74732.95	SEC: 74783.82	DEGREE: 3°44'41"	
63°23'03"W	1530.00	8450.7554	1760.1878	5006 PC->RP
67°02'41"E	1530.00	7854.0394	3169.0278	5007 RP->PT
24°47'08"E	97.74	7854.0394	3169.0278	5007 PC->PT

CURVE DEF: Arc

RAD: 25.00	LEN: 28.83	TAN: 16.26	CURVE DIR: CW	
CHORD: 27.26	MO: 4.04	EXT: 4.82	CEN. ANG: 66°04'36"	
SEG: 74.74	TRI: 285.65	SEC: 360.39	DEGREE: 229°10'59"	
67°02'38"E	25.00	7844.2887	3192.0479	5008 PC->RP
00°58'02"W	25.00	7869.2852	3191.6259	5009 RP->PT
55°59'40"E	27.26	7869.2852	3191.6259	5009 PC->PT
89°02'01"E	217.85	7872.9594	3409.4449	5010

Approx: Sq. Feet: 61525.43 Acres: 1.4124

Lot 6910

-----  
Prepared by: Microsoft  
Routine: Reduce Map Check File Coord File: STONE-LOT6902REPLAT.crd 11/08/23  
3:08:45  
Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000  
-----

Correct Ending Coordinates, North: 7872.9714 East: 3409.4550  
Beginning Coordinates, North: 7872.9740 East: 3409.4594  
Error, N: 0.00 E: 0.00 Total: 0.01 Brg: S 59°11'27"W  
Distance Traversed: 846.33 Closure: 164672

o Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		7872.9714	3409.4550		5000
02°07'35"W	299.69	7573.4878	3398.3353		5001
89°02'01"W	129.32	7571.3067	3269.0337		5002
04°32'00"E	300.64	7871.0061	3292.7960		5003
89°02'01"E	116.68	7872.9740	3409.4594		5004

Approx: Sq. Feet: 36807.85 Acres: 0.8450

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*Lot 6903*  
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Prepared by: Microsoft

Routine: Reduce Map Check File Coord File: STONE-LOT6902REPLAT.crd 11/08/23

Time: 13:43

Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000  
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Correct Ending Coordinates, North: 7872.9714 East: 3409.4550  
Starting Coordinates, North: 7872.9594 East: 3409.4449  
Error, N: -0.01 E: -0.01 Total: 0.02 Brg: N 40°07'33"E  
Distance Traversed: 1108.46 Closure: 70718

Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
04°32'00"W	300.64	7872.9714	3409.4550		5000
89°02'01"W	130.43	7573.2719	3385.6927		5001
07°02'39"E	112.53	7571.0721	3255.2812		5002
78°05'26"W	168.59	7682.7527	3269.0813		5003
26°36'58"E	53.42	7717.5439	3104.1202		5004
		7765.3029	3128.0529		5005

CURVE DEF: Arc

RAD: 1530.00	LEN: 97.76	TAN: 48.89	CURVE DIR: CCW
CHORD: 97.74	MO: 0.78	EXT: 0.78	CEN. ANG: 3°39'39"
SEG: 50.87	TRI: 74732.95		DEGREE: 3°44'41"
			SEC: 74783.82

63°23'03"W	1530.00	8450.7554	1760.1878	5006 PC->RP
67°02'41"E	1530.00	7854.0394	3169.0278	5007 RP->PT
24°47'08"E	97.74	7854.0394	3169.0278	5007 PC->PT

CURVE DEF: Arc

RAD: 25.00	LEN: 28.83	TAN: 16.26	CURVE DIR: CW
CHORD: 27.26	MO: 4.04	EXT: 4.82	CEN. ANG: 66°04'36"
SEG: 74.74	TRI: 285.65		DEGREE: 229°10'59"
			SEC: 360.39

67°02'38"E	25.00	7844.2887	3192.0479	5008 PC->RP
00°58'02"W	25.00	7869.2852	3191.6259	5009 RP->PT
55°59'40"E	27.26	7869.2852	3191.6259	5009 PC->PT
89°02'01"E	217.85	7872.9594	3409.4449	5010

Approx: Sq. Feet: 61525.43 Acres: 1.4124

Lot 6910

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Prepared by: Microsoft  
Routine: Reduce Map Check File Coord File: STONE-LOT6902REPLAT.crd 11/08/23  
3:08:45  
Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000  
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Correct Ending Coordinates, North: 7872.9714 East: 3409.4550  
Beginning Coordinates, North: 7872.9740 East: 3409.4594  
Error, N: 0.00 E: 0.00 Total: 0.01 Brg: S 59°11'27"W  
Distance Traversed: 846.33 Closure: 164672

o Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		7872.9714	3409.4550		5000
02°07'35"W	299.69	7573.4878	3398.3353		5001
89°02'01"W	129.32	7571.3067	3269.0337		5002
04°32'00"E	300.64	7871.0061	3292.7960		5003
89°02'01"E	116.68	7872.9740	3409.4594		5004

Approx: Sq. Feet: 36807.85 Acres: 0.8450



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

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 2023-24  
 ADOPTING SALARY AND BENEFITS FOR ALL FULL AND PART TIME NON-  
 BARGAINING UNIT EMPLOYEES AND DECLARING AN EMERGENCY

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

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

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

**Section 1:** The following compensation limitations shall be in effect for employees from January 1, 2024 through December 31, 2026 or until such time as a successor Ordinance is approved:

**A. Full Time Employees**

**(1) Administrative Employees**

Position	Annual Salary		
	2024	2025	2026
Police Chief	122,479	126,153	131,199
Finance Director	99,195	102,171	106,258
Public Works Superintendent	99,195	102,171	106,258
Information Technology Mgr.	87,945	90,583	94,206
Zoning Inspector	72,500	74,675	77,662

**(2) Non-Administrative Employees**

Position	Hourly Rate of Pay		
	2024	2025	2026
Clerk of Council	30.02	30.92	32.16
Deputy Finance Director	38.23	39.38	40.96
Income Tax Administrator	29.93	30.83	32.06
Account Clerk – Utilities	24.82	25.56	26.58
Administrative Clerk	24.35	25.08	26.08

Receptionist/Event Coordinator	23.19	23.89	24.85
IT Network & Systems Admin.	27.58	28.41	29.55
IT Technician	24.91	25.66	26.69
Sr. Administrative Police Clerk/Clerk of Court	29.93	30.83	32.06
Administrative Police Clerk/Deputy Clerk of Court	25.18	25.94	26.98
PW Foreman (2)	35.92	37.00	38.48
PW Coordinator	35.92	37.00	38.48

### **(2)(B) PW Foreman**

The PW foreman required licensing before reaching top rate set forth in the salary ordinance is as follows:

- 1) Class 1 Water Distribution license
- 2) Class 1 Wastewater Collection License
- 3) Backflow competency certification
- 4) Class A CDL

All licensing and training must remain current and in good standing. Dollar amount per item can be determined by the City Manager or his/her designee.

### **B. Part Time Hourly Employees**

The rate of pay for Part Time Hourly employees shall be determined by the City Manager and may range from the State minimum wage to a maximum of \$25.00 per hour.

Part time Officers scheduled to work on the OVI Task Force, shall be compensated at the Overtime rate based on their current hourly rate. All Client paid details scheduled through the Canfield Police Department shall be paid at a rate of up to \$40 per hour, excluding the Canfield Fair.

**Section 2:** All the positions, identified in Section 1, A (1), are not eligible to receive overtime compensation. When employees from Section 1 A (1), work over 40 hours in one work week or over eight hours in one work day, employees shall receive "compensatory time off" calculated at a rate of one time per hour worked. These same positions may accumulate up to a maximum of 100 hours of Compensatory Time calculated for each hour worked in excess of forty (40) hours per week. Accumulated Compensatory Time may be used as compensatory time off when approved by the City Manager. An accurate record of compensatory time earned and time taken shall be maintained by the Deputy Finance Director. The City shall be under no obligation to pay said employees for unused accumulated Compensatory Time upon termination or expiration of employment.

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

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

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

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

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

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

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

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

Years of Service – After	Accumulative Rate (days)	Accumulative Rate (hours)	Equivalent Total Days per year
1 month through 3 years	5/6 of a day per month	6.66 hours per month	10 days
4 years through 5 years	1 day per month	8.00 hours per month	12 days

6 years through 10 years	1-1/4 days per month	10.00 hours per month	15 days
11 years through 15 years	1-1/2 days per month	12.00 hours per month	18 days
16 years through 20 years	1-3/4 days per month	14.00 hours per month	21 days
21 years through 25 years	2 days per month	16.00 hours per month	24 days
26 years and more	2-1/2 days per month	20.00 hours per month	30 days

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

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

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

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

- A. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee or his/her "immediate family" as defined in subsection C below; (2) exposure by the employee to a contagious disease communicable to other employees; or (3) serious illness, injury, childbirth by the employee or the employee's spouse; or (4) medical, dental and optical examinations or treatment which prevents the employee from performing his/her assigned duties.
- B. All full time employees shall earn sick leave at the rate of five (5) hours per pay or ten (10) hours per month or one and one-quarter (1-1/4) days per month and may accumulate such sick leave to a maximum of 2000 hours or two hundred fifty (250) work days; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.
- C. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents.

- D. Upon the death of an Employee who has at least five (5) years of continuous full-time service, or upon the retirement of a full-time employee who has at least ten (10) years of continuous service with the City of Canfield, such employee shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of retirement multiplied by one fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Deputy Finance Director, providing that such resulting number of hours to be paid shall not exceed five hundred (500) hours.
- E. The accumulated sick leave hours of an employee who transfers from one department to another will not be impacted because of his/her transfer.
- F. The City Manager may require an employee to furnish a satisfactory medical excuse, in writing, for absences of three (3) days or greater, that indicates that the absence was the result of one or more of the incidents described in Section 8, A.. Any abuse of sick leave shall be just and sufficient cause for discipline as may be determined by the City Manager or his designee.
- G. An employee that qualifies for “Family Leave” to care for a spouse, son, daughter or parent with a “serious health condition” may request in writing a one-year advance on sick leave. Said request may be approved by the Manager after reviewing medical certifications. Said advance shall be granted only once per “serious health condition”. Said sick leave advance shall not entitle the employee to payment upon employee’s termination of service, whether voluntary or involuntary. (For the purposes of this Ordinance, the terms “family leave” and “serious health condition” shall be defined as provided in the Family and Medical Leave Act of 1993.)

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Because of the birth of a son or daughter of the Employee and in order to care for such son or daughter.

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

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

Said leave may be taken by either parent.

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

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

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

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

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

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

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

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

**Section 15:** Holidays: The following twelve (13) Holidays shall be observed by all full-time employees covered by this Ordinance: 1. New Year's Day, 2. Martin Luther King Day, 3. President's Day, 4. Good Friday, 5. Memorial Day, 6. Juneteenth, 7. Independence Day, 8. Labor Day, 9. Veteran's Day, 10. Thanksgiving Day, 11. Day after Thanksgiving Day, 12. Day before Christmas, 13. Christmas Day. When the holiday falls on a Saturday, Friday will be observed as the holiday day. If the holiday falls on a Sunday, Monday will be observed as the holiday day. Only the individuals who are required to work to maintain the minimum service that is necessary shall be scheduled to work the holiday. This schedule shall be determined by the City Manager or his/her designee. Employees identified in

Section 1, A, (2) shall be compensated at a rate of time and one half for actual work on a holiday.

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

	<u>2024</u>	<u>2025</u>	<u>2026</u>	
Single	13%	13%	13%	% per pay of the annual premium divided by 24
Employee/Child	13%	13%	13%	% per pay of the annual premium divided by 24
Employee/Spouse	13%	13%	13%	% per pay of the annual premium divided by 24
Family	13%	13%	13%	% per pay of the annual premium divided by 24

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

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

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

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

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

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

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

- A. In addition to the severance pay allowable by this Ordinance, employees who have a minimum of 23 years' service credit with

OPERS may request an early payout of their accumulated sick leave and/or vacation leave hours.

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

If the retirement date is:

**Option 1:**

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

**Option 2:**

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

**Option 3:**

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

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

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

**Section 22:** 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:

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MUNICIPAL ATTORNEY

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

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 2023-39, ANNUAL APPROPRIATION ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CANFIELD, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023.

WHEREAS, it is necessary to make adjustments, changes and additional appropriations as to the financial needs of the City of Canfield; and

WHEREAS, the Council of the City of Canfield desires to make these adjustments, changes and additional appropriations to meet said financial needs.

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

Section 1: The following adjustments, changes and additional appropriations are hereby made as follows:

	Annual Appropriation Ord 2023-39	12/20/2023 Adjustment (3)	Annual Appropriation
<b>General Fund</b>			
<b>Mayor and Council</b>			
Personal Services	66,120.00	1,000.00	67,120.00
Travel	250.00		250.00
Contractual Services	36,155.00	5,000.00	41,155.00
Supplies and Materials	4,325.00	5,000.00	9,325.00
Capital Outlay	360.00		360.00
Other Uses	0.00		0.00
<b>Total Mayor and Council</b>	<b>107,210.00</b>	<b>11,000.00</b>	<b>118,210.00</b>
<b>City Manager</b>			
Personal Services	136,920.00	(40,000.00)	96,920.00
Travel	500.00		500.00
Contractual Services	16,135.00	6,000.00	22,135.00
Supplies and Materials	3,550.00	2,000.00	5,550.00
Capital Outlay	720.00		720.00
Other Uses	0.00		0.00
<b>Total City Manager</b>	<b>157,825.00</b>	<b>(32,000.00)</b>	<b>125,825.00</b>
<b>Mayor's Court</b>			
Personal Services	40,650.00		40,650.00
Travel	750.00	100.00	850.00
Contractual Services	12,750.00	(3,000.00)	9,750.00
Supplies and Materials	1,350.00		1,350.00

Capital Outlay	360.00		360.00
Other Uses	0.00		0.00
<b>Total Mayor's Court</b>	<b>55,860.00</b>	<b>(2,900.00)</b>	<b>52,960.00</b>
<b>Finance Department</b>			
Personal Services	287,900.00		287,900.00
Travel	500.00		500.00
Contractual Services	30,900.00	2,500.00	33,400.00
Supplies and Materials	5,625.00	2,500.00	8,125.00
Capital Outlay	1,440.00		1,440.00
Other Uses	0.00		0.00
<b>Total Finance Department</b>	<b>326,365.00</b>	<b>5,000.00</b>	<b>331,365.00</b>
<b>Income Tax Department</b>			
Personal Services	185,520.00		185,520.00
Travel	1,250.00		1,250.00
Contractual Services	22,100.00	3,000.00	25,100.00
Supplies and Materials	4,150.00	1,000.00	5,150.00
Capital Outlay	8,720.00		8,720.00
Other Uses	75,000.00	30,000.00	105,000.00
<b>Total Income Tax Department</b>	<b>296,740.00</b>	<b>34,000.00</b>	<b>330,740.00</b>
<b>Municipal Building</b>			
Contractual Services	54,910.00		54,910.00
Supplies and Materials	14,250.00		14,250.00
Capital Outlay	0.00		0.00
<b>Total Municipal Building</b>	<b>69,160.00</b>	<b>0.00</b>	<b>69,160.00</b>
<b>Cell Tower Parcel N Broad St</b>			
Contractual Services	260.00		260.00
<b>Total Cell Tower Parcel N Broad St</b>	<b>260.00</b>	<b>0.00</b>	<b>260.00</b>
<b>Armstrong Parcel N Broad St</b>			
Contractual Services	750.00		750.00
<b>Total Armstrong Parcel N Broad St</b>	<b>750.00</b>	<b>0.00</b>	<b>750.00</b>
<b>Civil Service Commission</b>			
Personal Services	730.00	300.00	1,030.00
Travel	0.00		0.00
Contractual Services	1,560.00	500.00	2,060.00
Supplies and Materials	525.00	100.00	625.00
Capital Outlay	0.00		0.00
Other Uses	60.00	(60.00)	0.00
<b>Total Civil Service Commission</b>	<b>2,875.00</b>	<b>840.00</b>	<b>3,715.00</b>
<b>Charter Review Commission</b>			
Travel	0.00		0.00
Contractual Services	550.00		550.00
Supplies and Materials	0.00		0.00
<b>Total Charter Review Commission</b>	<b>550.00</b>	<b>0.00</b>	<b>550.00</b>

<b>County Auditor and Treasurer Fees</b>			
Contractual Services	3,010.00		3,010.00
<b>Total County Auditor and Treasurer Fees</b>	<b>3,010.00</b>	<b>0.00</b>	<b>3,010.00</b>
<b>State Examiners Fees</b>			
Contractual Services	35,050.00		35,050.00
<b>Total State Examiners Fees</b>	<b>35,050.00</b>	<b>0.00</b>	<b>35,050.00</b>
<b>Municipal Attorney</b>			
Personal Services	66,875.00		66,875.00
Travel	0.00		0.00
Contractual Services	25,110.00	(15,000.00)	10,110.00
Supplies and Materials	0.00		0.00
<b>Total Municipal Attorney</b>	<b>91,985.00</b>	<b>(15,000.00)</b>	<b>76,985.00</b>
<b>General Services</b>			
Travel	0.00		0.00
Contractual Services	113,650.00	(25,000.00)	88,650.00
Supplies and Materials	3,450.00		3,450.00
Capital Outlay	0.00		0.00
<b>Total General Services</b>	<b>117,100.00</b>	<b>(25,000.00)</b>	<b>92,100.00</b>
<b>Cardinal Joint Fire District Reimbursement</b>			
Travel	0.00		0.00
Contractual Services	13,800.00		13,800.00
Supplies and Materials	44,000.00	8,000.00	52,000.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total Cardinal Joint Fire District Reimbursement</b>	<b>57,800.00</b>	<b>8,000.00</b>	<b>65,800.00</b>
<b>IT Department</b>			
Personal Services	188,875.00		188,875.00
Travel	0.00		0.00
Contractual Services	30,050.00	6,500.00	36,550.00
Supplies and Materials	11,900.00		11,900.00
Capital Outlay	1,440.00		1,440.00
Other Uses	0.00		0.00
<b>Total IT Department</b>	<b>232,265.00</b>	<b>6,500.00</b>	<b>238,765.00</b>
<b>Street Lights</b>			
Contractual Services	42,600.00		42,600.00
<b>Total Street Lights</b>	<b>42,600.00</b>	<b>0.00</b>	<b>42,600.00</b>
<b>Police Department</b>			
Personal Services	2,769,825.00	70,000.00	2,839,825.00
Travel	10,000.00		10,000.00
Contractual Services	308,260.00	75,000.00	383,260.00
Supplies and Materials	209,895.00	30,000.00	239,895.00

Capital Outlay	169,173.00	(20,000.00)	149,173.00
Debt Service	127,100.00		127,100.00
Other Uses	0.00		0.00
<b>Total Police Department</b>	<b>3,594,253.00</b>	<b>155,000.00</b>	<b>3,749,253.00</b>
<b>Payment to County Health Program</b>			
Contractual Services	68,075.00		68,075.00
<b>Total Payment to County Health Program</b>	<b>68,075.00</b>	<b>0.00</b>	<b>68,075.00</b>
<b>Planning and Zoning</b>			
Personal Services	106,600.00	6,200.00	112,800.00
Travel	25.00		25.00
Contractual Services	11,860.00		11,860.00
Supplies and Materials	4,775.00		4,775.00
Capital Outlay	360.00		360.00
Other Uses	0.00		0.00
<b>Total Planning and Zoning</b>	<b>123,620.00</b>	<b>6,200.00</b>	<b>129,820.00</b>
<b>Other Uses/Transfers</b>			
Other Uses	0.00		0.00
Advances	0.00		0.00
Transfers	211,865.70	54,000.00	265,865.70
<b>Total Other Uses/Transfers</b>	<b>211,865.70</b>	<b>54,000.00</b>	<b>265,865.70</b>
<b><i>Grand Total General Fund</i></b>	<b>5,595,218.70</b>	<b>205,640.00</b>	<b>5,800,858.70</b>
<b>Self Insurance Fund</b>			
Personal Services	0.00		0.00
Travel	0.00		0.00
Contractual Services	2,000.00		2,000.00
Supplies and Materials	2,200.00		2,200.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Self Insurance Fund</b>	<b>4,200.00</b>	<b>0.00</b>	<b>4,200.00</b>
<b>Unclaimed Monies Fund</b>			
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Unclaimed Monies Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><i>Grand Total General Fund with Self Insurance Fund</i></b>	<b>5,599,418.70</b>	<b>205,640.00</b>	<b>5,805,058.70</b>
<b><i>Special Revenue Funds</i></b>			
<b>Parks Fund</b>			
<b>Village Green</b>			
Personal Services	2,225.00	1,000.00	3,225.00
Travel	0.00		0.00

Contractual Services	10,490.00		10,490.00
Supplies and Materials	21,350.00	(1,000.00)	20,350.00
Capital Outlay	5,000.00		5,000.00
Transfers	0.00		0.00
<b>Total Village Green</b>	<b>39,065.00</b>	<b>0.00</b>	<b>39,065.00</b>
<b>Village Green (Parks Board)</b>			
Travel	0.00		0.00
Contractual Services	13,025.00	560.00	13,585.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
<b>Total Village Green (Parks Board)</b>	<b>13,025.00</b>	<b>560.00</b>	<b>13,585.00</b>
<b>Greasel Park</b>			
Personal Services	10,900.00		10,900.00
Travel	0.00		0.00
Contractual Services	13,900.00		13,900.00
Supplies and Materials	9,775.00		9,775.00
Capital Outlay	57,500.00	20,200.00	77,700.00
Other Uses	200.00		200.00
<b>Total Greasel Park</b>	<b>92,275.00</b>	<b>20,200.00</b>	<b>112,475.00</b>
<b>Greasel Park (Parks Board)</b>			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
<b>Total Greasel Park (Parks Board)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Greasel Park (Playground Equipment)</b>			
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
<b>Total Greasel Park (Playground Equipment)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fair Park</b>			
Personal Services	10,900.00		10,900.00
Travel	30.00		30.00
Contractual Services	21,480.00	7,000.00	28,480.00
Supplies and Materials	10,700.00		10,700.00
Capital Outlay	81,367.00	20,725.00	102,092.00
Other Uses	1,500.00		1,500.00
<b>Total Fair Park</b>	<b>125,977.00</b>	<b>27,725.00</b>	<b>153,702.00</b>
<b>Fair Park (Parks Board)</b>			
Travel	0.00		0.00
Contractual Services	0.00	600.00	600.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
<b>Total Fair Park (Parks Board)</b>	<b>0.00</b>	<b>600.00</b>	<b>600.00</b>

<b>Transfers</b>			
Transfers	0.00		0.00
<b>Total Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Grand Total Parks Fund</b>	<b>270,342.00</b>	<b>49,085.00</b>	<b>319,427.00</b>
<b>Parks and Village Green Trust Fund</b>			
<b>Village Green</b>			
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total Village Green</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Greasel Park</b>			
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total Greasel Park</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fair Park</b>			
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total Fair Park</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Grand Total Parks and Village Green Trust Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fair Park Trust Fund</b>			
Transfers	0.00		0.00
<b>Total Fair Park Trust Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Recreation Fund</b>			
<b>Events on the Green</b>			
Travel	0.00		0.00
Contractual Services	9,100.00	3,500.00	12,600.00
Supplies and Materials	1,775.00	1,000.00	2,775.00
<b>Total Events on the Green</b>	<b>10,875.00</b>	<b>4,500.00</b>	<b>15,375.00</b>
<b>Memorial Day</b>			
Contractual Services	910.00		910.00
<b>Total Memorial Day</b>	<b>910.00</b>	<b>0.00</b>	<b>910.00</b>
<b>Fourth of July Activities</b>			
Contractual Services	7,510.00		7,510.00
<b>Total Fourth of July Activities</b>	<b>7,510.00</b>	<b>0.00</b>	<b>7,510.00</b>
<b>Grand Total Recreation Fund</b>	<b>19,295.00</b>	<b>4,500.00</b>	<b>23,795.00</b>
<b>Cemeteries Fund</b>			
<b>Cemeteries Operating</b>			
Personal Services	29,225.00	1,000.00	30,225.00
Travel	0.00		0.00

Contractual Services	4,785.00		4,785.00
Supplies and Materials	18,925.00	1,000.00	19,925.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Cemeteries Operating</b>	<b>52,935.00</b>	<b>2,000.00</b>	<b>54,935.00</b>
<b>Cemeteries (Parks Board)</b>			
Travel	0.00		0.00
Contractual Services	8,100.00		8,100.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
<b>Total Cemeteries (Parks Board)</b>	<b>8,100.00</b>	<b>0.00</b>	<b>8,100.00</b>
<b>Grand Total Cemeteries Fund</b>	<b>61,035.00</b>	<b>2,000.00</b>	<b>63,035.00</b>
<b>Street C M &amp; R Fund</b>			
<b>Street C M &amp; R Operating</b>			
Personal Services	466,550.00		466,550.00
Travel	250.00		250.00
Contractual Services	247,520.00		247,520.00
Supplies and Materials	212,325.00		212,325.00
Capital Outlay	543,162.00		543,162.00
Debt Service	24,250.00		24,250.00
<b>Total Street C M &amp; R Operating</b>	<b>1,494,057.00</b>	<b>0.00</b>	<b>1,494,057.00</b>
<b>Street C M &amp; R (Parks Board)</b>			
Travel	0.00		0.00
Contractual Services	4,000.00		4,000.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
<b>Total Street C M &amp; R (Parks Board)</b>	<b>4,000.00</b>	<b>0.00</b>	<b>4,000.00</b>
<b>Grand Total Street C M &amp; R Fund</b>	<b>1,498,057.00</b>	<b>0.00</b>	<b>1,498,057.00</b>
<b>State Highway Fund</b>			
Travel	0.00		0.00
Contractual Services	22,300.00		22,300.00
Supplies and Materials	29,800.00		29,800.00
Capital Outlay	0.00		0.00
<b>Total State Highway Fund</b>	<b>52,100.00</b>	<b>0.00</b>	<b>52,100.00</b>
<b>Street Lighting Special Assessment Fund</b>			
<b>Street Lighting Miscellaneous</b>			
Contractual Services	0.00		0.00
Transfers	0.00		0.00
<b>Total Street Lighting Miscellaneous</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Street Lights-Topaz Cir</b>			
Contractual Services	2,820.00		2,820.00
<b>Total Street Lights-Topaz Cir</b>	<b>2,820.00</b>	<b>0.00</b>	<b>2,820.00</b>
<b>Street Lights-Woodridge</b>			
Contractual Services	2,224.00		2,224.00
<b>Total Street Lights-Woodridge</b>	<b>2,224.00</b>	<b>0.00</b>	<b>2,224.00</b>
<b>Street Lights-Timber Run</b>			
Contractual Services	2,740.00		2,740.00
<b>Total Street Lights-Timber Run</b>	<b>2,740.00</b>	<b>0.00</b>	<b>2,740.00</b>
<b>Street Lights-Russo Ave</b>			
Contractual Services	3,820.00		3,820.00
<b>Total Street Lights-Russo Ave</b>	<b>3,820.00</b>	<b>0.00</b>	<b>3,820.00</b>
<b>Street Lights-Jade Cir</b>			
Contractual Services	2,220.00		2,220.00
<b>Total Street Lights-Jade Cir</b>	<b>2,220.00</b>	<b>0.00</b>	<b>2,220.00</b>
<b>Street Lights-Willow Way</b>			
Contractual Services	780.00		780.00
<b>Total Street Lights-Willow Way</b>	<b>780.00</b>	<b>0.00</b>	<b>780.00</b>
<b>Street Lights-Morningview Cir</b>			
Contractual Services	1,420.00		1,420.00
<b>Total Street Lights-Morningview Cir</b>	<b>1,420.00</b>	<b>0.00</b>	<b>1,420.00</b>
<b>Street Lights-Laurel Hills</b>			
Contractual Services	1,020.00		1,020.00
<b>Total Street Lights-Laurel Hills</b>	<b>1,020.00</b>	<b>0.00</b>	<b>1,020.00</b>
<b>Street Lights-Montgomery</b>			
Contractual Services	4,125.00		4,125.00
<b>Total Street Lights-Montgomery</b>	<b>4,125.00</b>	<b>0.00</b>	<b>4,125.00</b>
<b>Street Lights-Preserve Blvd</b>			
Contractual Services	2,220.00		2,220.00
<b>Total Street Lights-Preserve Blvd</b>	<b>2,220.00</b>	<b>0.00</b>	<b>2,220.00</b>
<b>Street Lights-Willow Bend</b>			
Contractual Services	425.00		425.00
<b>Total Street Lights-Willow Bend</b>	<b>425.00</b>	<b>0.00</b>	<b>425.00</b>
<b>Street Lights-Stonebridge 4</b>			
Contractual Services	1,720.00		1,720.00
<b>Total Street Lights-Stonebridge 4</b>	<b>1,720.00</b>	<b>0.00</b>	<b>1,720.00</b>
<b>Street Lights-Hickory Hollow</b>			
Contractual Services	1,020.00		1,020.00
<b>Total Street Lights-Hickory Hollow</b>	<b>1,020.00</b>	<b>0.00</b>	<b>1,020.00</b>

<b>Street Lights-Stonebridge 5</b>			
Contractual Services	1,420.00		1,420.00
<b>Total Street Lights-Stonebridge 5</b>	<b>1,420.00</b>	<b>0.00</b>	<b>1,420.00</b>
<b>Street Lights-Laurel Hills 2</b>			
Contractual Services	1,220.00		1,220.00
<b>Total Street Lights-Laurel Hills 2</b>	<b>1,220.00</b>	<b>0.00</b>	<b>1,220.00</b>
<b>Street Lights-Willow Bend Ph 2</b>			
Contractual Services	720.00		720.00
<b>Total Street Lights-Willow Bend Ph 2</b>	<b>720.00</b>	<b>0.00</b>	<b>720.00</b>
<b>Street Lights-Preserve-Plat 8-Mallard Crossing</b>			
Contractual Services	1,530.00		1,530.00
<b>Total Street Lights-Preserve-Plat 8-Mallard Crossing</b>	<b>1,530.00</b>	<b>0.00</b>	<b>1,530.00</b>
<b>Street Lights-Preserve-Plat 9-Woodland Run/Oakview Crossing</b>			
Contractual Services	1,420.00		1,420.00
<b>Total Street Lights-Preserve-Plat 9-Woodland Run/Oakview Crossing</b>	<b>1,420.00</b>	<b>0.00</b>	<b>1,420.00</b>
<b>Street Lights-Stonebridge Plat 7-Alabaster/Charleston</b>			
Contractual Services	1,420.00		1,420.00
<b>Total Street Lights-Stonebridge Plat 7-Alabaster/Charleston</b>	<b>1,420.00</b>	<b>0.00</b>	<b>1,420.00</b>
<b>Street Lights-Stonebridge Plat 6-Lake Wobegon/Timber Run</b>			
Contractual Services	1,420.00		1,420.00
<b>Total Street Lights-Stonebridge Plat 6-Lake Wobegon/Timber Run</b>	<b>1,420.00</b>	<b>0.00</b>	<b>1,420.00</b>
<b>Street Lights-Kings Lake Subdivision</b>			
Contractual Services	4,670.00		4,670.00
Debt Service	0.00		0.00
<b>Total Street Lights-Kings Lake Subdivision</b>	<b>4,670.00</b>	<b>0.00</b>	<b>4,670.00</b>
<b>Grand Total Street Lighting Special Assessment Fund</b>	<b>40,374.00</b>	<b>0.00</b>	<b>40,374.00</b>
<b>Red Gate Operating Fund</b>			
Personal Services	0.00		0.00
Travel	0.00		0.00
Contractual Services	28,510.00		28,510.00
Supplies and Materials	2,575.00		2,575.00
Capital Outlay	0.00		0.00
Debt Service	0.00		0.00

Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Red Gate Operating Fund</b>	<b>31,085.00</b>	<b>0.00</b>	<b>31,085.00</b>
<b>Police Department Operating Levy Fund</b>			
Personal Services	626,175.00	25,000.00	651,175.00
Travel	0.00		0.00
Contractual Services	38,700.00	(4,000.00)	34,700.00
Supplies and Materials	91,900.00	(16,500.00)	75,400.00
Capital Outlay	86,000.00		86,000.00
Debt Service	0.00		0.00
Other Uses	0.00		0.00
<b>Total Police Department Operating Levy Fund</b>	<b>842,775.00</b>	<b>4,500.00</b>	<b>847,275.00</b>
<b>American Rescue Plan Fund</b>			
Personal Services	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	382,000.00		382,000.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total American Rescue Plan Fund</b>	<b>382,000.00</b>	<b>0.00</b>	<b>382,000.00</b>
<b>Law Enforcement Trust Fund</b>			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total Law Enforcement Trust Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Mandatory Drug Fine Fund</b>			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total Mandatory Drug Fine Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Education Enforcement Trust Fund</b>			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total Education Enforcement Trust Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>DEA Federal Forfeiture Fund</b>			
Travel	0.00		0.00
Contractual Services	27,000.00	3,000.00	30,000.00
Supplies and Materials	12,500.00	21,500.00	34,000.00

Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
<b>Total DEA Federal Forfeiture Fund</b>	<b>39,500.00</b>	<b>24,500.00</b>	<b>64,000.00</b>
<b>OVI Task Force Grant Fund FY2023</b>			
Personal Services	49,621.68		49,621.68
Travel	0.00		0.00
Contractual Services	25,525.31		25,525.31
Supplies and Materials	2,954.15		2,954.15
Capital Outlay	0.00		0.00
<b>Total OVI Task Force Grant Fund FY2023</b>	<b>78,101.14</b>	<b>0.00</b>	<b>78,101.14</b>
<b>OVI Task Force Grant Fund FY2024</b>			
Personal Services	78,399.55		78,399.55
Travel	0.00		0.00
Contractual Services	166,320.00		166,320.00
Supplies and Materials	5,280.45		5,280.45
Capital Outlay	0.00		0.00
<b>Total OVI Task Force Grant Fund FY2024</b>	<b>250,000.00</b>	<b>0.00</b>	<b>250,000.00</b>
<b><i>Grand Total Special Revenue Funds</i></b>	<b>3,564,664.14</b>	<b>84,585.00</b>	<b>3,649,249.14</b>
<b><i>Debt Service Funds</i></b>			
<b>Red Gate Debt Retirement Fund</b>			
Debt Service-Principal	39,500.00	(4.97)	39,495.03
Debt Service-Interest	450.00	(13.84)	436.16
Other Uses	0.00	18.81	18.81
<b>Total Red Gate Debt Retirement Fund</b>	<b>39,950.00</b>	<b>0.00</b>	<b>39,950.00</b>
<b><i>Total Debt Service Funds</i></b>	<b>39,950.00</b>	<b>0.00</b>	<b>39,950.00</b>
<b><i>Capital Projects Funds</i></b>			
<b>General Capital Improvement Fund</b>			
Capital Outlay	0.00		0.00
Transfers	0.00		0.00
<b>Total General Capital Improvement Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><i>Total Capital Projects Funds</i></b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><i>Permanent Funds</i></b>			
<b>Cemetery Perpetual Care Fund</b>			
Contractual Services	0.00		0.00
Transfers	0.00		0.00
<b>Total Cemetery Perpetual Care Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Total Permanent Funds</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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**Proprietary Funds**

**Water Enterprise Funds**

**Water Operating Fund**

Personal Services	232,925.00		232,925.00
Travel	500.00		500.00
Contractual Services	1,551,210.00	140,000.00	1,691,210.00
Supplies and Materials	148,200.00	(25,000.00)	123,200.00
Capital Outlay	114,350.00		114,350.00
Debt Service	0.00	14,220.00	14,220.00
Other Uses	350.00		350.00
Transfers	0.00		0.00
<b>Total Water Operating Fund</b>	<b>2,047,535.00</b>	<b>129,220.00</b>	<b>2,176,755.00</b>

**Waterline Improvement Fund**

Contractual Services	0.00		0.00
Capital Outlay	390,900.00		390,900.00
Debt Service	14,100.00		14,100.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Waterline Improvement Fund</b>	<b>405,000.00</b>	<b>0.00</b>	<b>405,000.00</b>

**Meter/Water Tank Improvement Fund**

Contractual Services	0.00		0.00
Capital Outlay	1,074,537.00	30,969.00	1,105,506.00
Debt Service	0.00		0.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Meter/Water Tank Improvement Fund</b>	<b>1,074,537.00</b>	<b>30,969.00</b>	<b>1,105,506.00</b>

**Bradford Dr and Herbert Rd (12" Line) Waterline Replacement Fund**

Contractual Services	0.00		0.00
Capital Outlay	3,639.00	45,146.99	48,785.99
Debt Service	0.00		0.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Bradford Dr and Herbert Rd (12" Line) Waterline Replacement Fund</b>	<b>3,639.00</b>	<b>45,146.99</b>	<b>48,785.99</b>

<b>Total Water Enterprise Funds</b>	<b>3,530,711.00</b>	<b>205,335.99</b>	<b>3,736,046.99</b>
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**Sanitary Sewer Enterprise Funds**

**Sanitary Sewer Operating Fund**

Personal Services	327,575.00		327,575.00
Travel	250.00		250.00

Contractual Services	1,255,900.00	25,000.00	1,280,900.00
Supplies and Materials	33,925.00	20,000.00	53,925.00
Capital Outlay	108,550.00	(45,000.00)	63,550.00
Debt Service	80,000.00		80,000.00
Other Uses	10,000.00		10,000.00
Transfers	0.00		0.00
<b>Total Sanitary Sewer Operating Fund</b>	<b>1,816,200.00</b>	<b>0.00</b>	<b>1,816,200.00</b>
<b>Sanitary Sewer System Debt Retirement Fund</b>			
Debt Service	23,155.00		23,155.00
Other Uses	0.00		0.00
<b>Total Sanitary Sewer System Debt Retirement Fund</b>	<b>23,155.00</b>	<b>0.00</b>	<b>23,155.00</b>
<b>Sanitary Sewer System Improvements Fund</b>			
Contractual Services	0.00		0.00
Capital Outlay	0.00		0.00
Debt Service	39,000.00		39,000.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Sanitary Sewer System Improvements Fund</b>	<b>39,000.00</b>	<b>0.00</b>	<b>39,000.00</b>
<b>Red Gate Sanitary Sewer Extension Fund</b>			
Capital Outlay	226,384.00		226,384.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Red Gate Sanitary Sewer Extension Fund</b>	<b>226,384.00</b>	<b>0.00</b>	<b>226,384.00</b>
<b><i>Total Sanitary Sewer Enterprise Funds</i></b>	<b><i>2,104,739.00</i></b>	<b><i>0.00</i></b>	<b><i>2,104,739.00</i></b>
<b><i>Storm Water Enterprise Funds</i></b>			
<b>Storm Water Operating Fund</b>			
Personal Services	221,550.00	15,000.00	236,550.00
Travel	50.00	200.00	250.00
Contractual Services	169,825.00	(15,200.00)	154,625.00
Supplies and Materials	57,650.00		57,650.00
Capital Outlay	366,190.00		366,190.00
Debt Service	7,200.00		7,200.00
Other Uses	5,500.00		5,500.00
Transfers	0.00		0.00
<b>Total Storm Water Operating Fund</b>	<b>827,965.00</b>	<b>0.00</b>	<b>827,965.00</b>
<b>Sawmill Creek Improvement Fund</b>			
Capital Outlay	0.00	126,829.36	126,829.36
Advances	0.00		0.00
Transfers	0.00		0.00

<b>Total Sawmill Creek Improvement Fund</b>	<b>0.00</b>	<b>126,829.36</b>	<b>126,829.36</b>
<b>Overbrook Stormwater Project Fund</b>			
Capital Outlay	448,787.00		448,787.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
<b>Total Overbrook Stormwater Project Fund</b>	<b>448,787.00</b>	<b>0.00</b>	<b>448,787.00</b>
<b><i>Total Storm Water Enterprise Funds</i></b>	<b><i>1,276,752.00</i></b>	<b><i>126,829.36</i></b>	<b><i>1,403,581.36</i></b>
<b><i>Internal Service Funds</i></b>			
<b>Health Care Self Insurance Fund</b>			
Contractual Services	1,038,000.00		1,038,000.00
<b>Total Health Care Self Insurance Fund</b>	<b>1,038,000.00</b>	<b>0.00</b>	<b>1,038,000.00</b>
<b><i>Total Internal Service Funds</i></b>	<b><i>1,038,000.00</i></b>	<b><i>0.00</i></b>	<b><i>1,038,000.00</i></b>
<b><i>Grand Total Proprietary Funds</i></b>	<b><i>7,950,202.00</i></b>	<b><i>332,165.35</i></b>	<b><i>8,282,367.35</i></b>
<b><i>Private Purpose Trust Funds</i></b>			
<b>Cemetery Endowment Fund</b>			
Contractual Services	0.00		0.00
Transfers	0.00		0.00
<b>Total Cemetery Endowments Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><i>Total Private Purpose Trust Funds</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>	<b><i>0.00</i></b>
<b><i>Grand Totals All Funds</i></b>	<b><i>17,154,234.84</i></b>	<b><i>622,390.35</i></b>	<b><i>17,776,625.19</i></b>

Section 2: And the Finance Director is hereby authorized to draw warrants for payments from any of the foregoing appropriations to make expenditures for items of expense constituting a legal obligation against the City.

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

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

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

APPROVED AS TO FORM:

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

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

ORDINANCE

AN ORDINANCE PROVIDING TRANSFERS TO VARIOUS FUNDS.

WHEREAS, it is necessary to transfer funds to various funds.

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

Section 1: The Finance Director is hereby authorized to transfer the following  
funds:

<b>From:</b>	<b>To:</b>	
General Fund	Parks Fund	50,000.00
General Fund	Recreation Fund	4,000.00
Red Gate Debt Retirement	General Fund	18.81

**Total** 54,018.81

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2023.

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

ATTEST:

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

Certification of Publication

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

\_\_\_\_\_  
\_\_\_\_\_

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

APPROVED AS TO FORM:

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

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

ORDINANCE

TEMPORARY APPROPRIATION ORDINANCE

WHEREAS, the Council of the City of Canfield desires an Ordinance to make temporary appropriations for current expenses and other expenditures of the City of Canfield, State of Ohio.

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

Section 1: To provide for the current expenses and other expenditures of the said City of Canfield during January, February and March of 2024; the following sums be and they are hereby set aside and appropriated as follows until a final appropriation ordinance for 2024 is adopted, viz:

	<b>Temporary Appropriation</b>
 <i>General Fund</i>	
 <b>Mayor and Council</b>	
Personal Services	67,520.00
Travel	250.00
Contractual Services	14,530.00
Supplies and Materials	2,375.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total Mayor and Council</b>	<b>84,675.00</b>
 <b>City Manager</b>	
Personal Services	238,970.00
Travel	150.00
Contractual Services	16,035.00
Supplies and Materials	5,575.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total City Manager</b>	<b>260,730.00</b>
 <b>Mayor's Court</b>	
Personal Services	40,875.00
Travel	1,000.00
Contractual Services	10,150.00
Supplies and Materials	1,600.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total Mayor's Court</b>	<b>53,625.00</b>

**Finance Department**

Personal Services	307,600.00
Travel	500.00
Contractual Services	33,000.00
Supplies and Materials	8,050.00
Capital Outlay	0.00
Other Uses	0.00

**Total Finance Department 349,150.00**

**Income Tax Department**

Personal Services	183,195.00
Travel	1,250.00
Contractual Services	26,650.00
Supplies and Materials	5,025.00
Capital Outlay	0.00
Other Uses	75,000.00

**Total Income Tax Department 291,120.00**

**Municipal Building**

Contractual Services	41,710.00
Supplies and Materials	7,500.00
Capital Outlay	0.00

**Total Municipal Building 49,210.00**

**Cell Tower Parcel N Broad St**

Contractual Services	310.00
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**Total Cell Tower Parcel N Broad St 310.00**

**Armstrong Parcel N Broad St**

Contractual Services	760.00
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**Total Armstrong Parcel N Broad St 760.00**

**Civil Service Commission**

Personal Services	800.00
Travel	0.00
Contractual Services	2,060.00
Supplies and Materials	625.00
Capital Outlay	0.00
Other Uses	60.00

**Total Civil Service Commission 3,545.00**

**Charter Review Commission**

Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00

**Total Charter Review Commission 0.00**

**County Auditor and Treasurer Fees**

Contractual Services	3,010.00
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**Total County Auditor and Treasurer Fees 3,010.00**

**State Examiners Fees**

Contractual Services	35,050.00
<b>Total State Examiners Fees</b>	<b>35,050.00</b>
<b>Municipal Attorney</b>	
Personal Services	67,850.00
Travel	0.00
Contractual Services	10,360.00
Supplies and Materials	0.00
<b>Total Municipal Attorney</b>	<b>78,210.00</b>
<b>General Services</b>	
Travel	0.00
Contractual Services	123,000.00
Supplies and Materials	4,300.00
Capital Outlay	0.00
<b>Total General Services</b>	<b>127,300.00</b>
<b>Cardinal Joint Fire District Reimbursement</b>	
Travel	0.00
Contractual Services	13,800.00
Supplies and Materials	40,500.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total Cardinal Joint Fire District Reimbursement</b>	<b>54,300.00</b>
<b>IT Department</b>	
Personal Services	194,420.00
Travel	0.00
Contractual Services	26,600.00
Supplies and Materials	7,000.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total IT Department</b>	<b>228,020.00</b>
<b>Street Lights</b>	
Contractual Services	40,050.00
<b>Total Street Lights</b>	<b>40,050.00</b>
<b>Police Department</b>	
Personal Services	3,087,075.00
Travel	10,000.00
Contractual Services	371,350.00
Supplies and Materials	173,025.00
Capital Outlay	0.00
Debt Service	127,100.00
Other Uses	0.00
<b>Total Police Department</b>	<b>3,768,550.00</b>
<b>Payment to County Health Program</b>	
Contractual Services	68,050.00
<b>Total Payment to County Health Program</b>	<b>68,050.00</b>

<b>Planning and Zoning</b>	
Personal Services	123,600.00
Travel	25.00
Contractual Services	12,600.00
Supplies and Materials	3,775.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total Planning and Zoning</b>	<b>140,000.00</b>
<b>Other Uses/Transfers</b>	
Other Uses	0.00
Advances	0.00
Transfers	35,000.00
<b>Total Other Uses/Transfers</b>	<b>35,000.00</b>
<b><i>Grand Total General Fund</i></b>	<b>5,670,665.00</b>
<b>Self Insurance Fund</b>	
Personal Services	0.00
Travel	0.00
Contractual Services	2,000.00
Supplies and Materials	2,200.00
Capital Outlay	0.00
Other Uses	0.00
Transfers	0.00
<b>Total Self Insurance Fund</b>	<b>4,200.00</b>
<b>Unclaimed Monies Fund</b>	
Other Uses	0.00
Transfers	0.00
<b>Total Unclaimed Monies Fund</b>	<b>0.00</b>
<b><i>Grand Total General Fund with Self Insurance Fund</i></b>	<b>5,674,865.00</b>
<b><i>Special Revenue Funds</i></b>	
<b>Parks Fund</b>	
<b>Village Green</b>	
Personal Services	2,440.00
Travel	0.00
Contractual Services	8,410.00
Supplies and Materials	5,700.00
Capital Outlay	0.00
Transfers	0.00
<b>Total Village Green</b>	<b>16,550.00</b>
<b>Village Green (Parks Board)</b>	
Travel	0.00
Contractual Services	30.00
Supplies and Materials	0.00
Capital Outlay	0.00
<b>Total Village Green (Parks Board)</b>	<b>30.00</b>

<b>Greasel Park</b>	
Personal Services	10,900.00
Travel	0.00
Contractual Services	5,670.00
Supplies and Materials	4,725.00
Capital Outlay	0.00
Other Uses	200.00
<b>Total Greasel Park</b>	<b>21,495.00</b>

<b>Greasel Park (Parks Board)</b>	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
<b>Total Greasel Park (Parks Board)</b>	<b>0.00</b>

<b>Greasel Park (Playground Equipment)</b>	
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
<b>Total Greasel Park (Playground Equipment)</b>	<b>0.00</b>

<b>Fair Park</b>	
Personal Services	11,200.00
Travel	50.00
Contractual Services	17,810.00
Supplies and Materials	5,400.00
Capital Outlay	0.00
Other Uses	1,500.00
<b>Total Fair Park</b>	<b>35,960.00</b>

<b>Fair Park (Parks Board)</b>	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
<b>Total Fair Park (Parks Board)</b>	<b>0.00</b>

<b>Transfers</b>	
Transfers	0.00
<b>Total Transfers</b>	<b>0.00</b>

**Grand Total Parks Fund** **74,035.00**

**Parks and Village Green Trust Fund**

<b>Village Green</b>	
Capital Outlay	0.00
Other Uses	0.00
<b>Total Village Green</b>	<b>0.00</b>

<b>Greasel Park</b>	
Capital Outlay	0.00
Other Uses	0.00
<b>Total Greasel Park</b>	<b>0.00</b>
<b>Fair Park</b>	
Capital Outlay	0.00
Other Uses	0.00
<b>Total Fair Park</b>	<b>0.00</b>
<b>Grand Total Parks and Village Green Trust Fund</b>	<b>0.00</b>
<b>Fair Park Trust Fund</b>	
Transfers	0.00
<b>Total Fair Park Trust Fund</b>	<b>0.00</b>
<b>Recreation Fund</b>	
<b>Events on the Green</b>	
Travel	0.00
Contractual Services	25.00
Supplies and Materials	0.00
<b>Total Events on the Green</b>	<b>25.00</b>
<b>Memorial Day</b>	
Contractual Services	10.00
<b>Total Memorial Day</b>	<b>10.00</b>
<b>Fourth of July Activities</b>	
Contractual Services	0.00
<b>Total Fourth of July Activities</b>	<b>0.00</b>
<b>Grand Total Recreation Fund</b>	<b>35.00</b>
<b>Cemeteries Fund</b>	
<b>Cemeteries Operating</b>	
Personal Services	31,075.00
Travel	0.00
Contractual Services	4,035.00
Supplies and Materials	8,600.00
Capital Outlay	0.00
Other Uses	0.00
Transfers	0.00
<b>Total Cemeteries Operating</b>	<b>43,710.00</b>
<b>Cemeteries (Parks Board)</b>	
Travel	0.00
Contractual Services	10.00
Supplies and Materials	0.00
Capital Outlay	0.00
<b>Total Cemeteries (Parks Board)</b>	<b>10.00</b>

<b>Grand Total Cemeteries Fund</b>	<b>43,720.00</b>
<b>Street C M &amp; R Fund</b>	
<b>Street C M &amp; R Operating</b>	
Personal Services	499,400.00
Travel	250.00
Contractual Services	171,570.00
Supplies and Materials	169,900.00
Capital Outlay	0.00
Debt Service	24,250.00
<b>Total Street C M &amp; R Operating</b>	<b>865,370.00</b>
<b>Street C M &amp; R (Parks Board)</b>	
Travel	0.00
Contractual Services	10.00
Supplies and Materials	0.00
Capital Outlay	0.00
<b>Total Street C M &amp; R (Parks Board)</b>	<b>10.00</b>
<b>Grand Total Street C M &amp; R Fund</b>	<b>865,380.00</b>
<b>State Highway Fund</b>	
Travel	0.00
Contractual Services	22,000.00
Supplies and Materials	31,550.00
Capital Outlay	0.00
<b>Total State Highway Fund</b>	<b>53,550.00</b>
<b>Street Lighting Special Assessment Fund</b>	
<b>Street Lighting Miscellaneous</b>	
Contractual Services	0.00
Transfers	0.00
<b>Total Street Lighting Miscellaneous</b>	<b>0.00</b>
<b>Street Lights-Topaz Cir</b>	
Contractual Services	2,820.00
<b>Total Street Lights-Topaz Cir</b>	<b>2,820.00</b>
<b>Street Lights-Woodridge</b>	
Contractual Services	2,224.00
<b>Total Street Lights-Woodridge</b>	<b>2,224.00</b>
<b>Street Lights-Timber Run</b>	
Contractual Services	2,740.00
<b>Total Street Lights-Timber Run</b>	<b>2,740.00</b>
<b>Street Lights-Russo Ave</b>	
Contractual Services	3,820.00
<b>Total Street Lights-Russo Ave</b>	<b>3,820.00</b>

<b>Street Lights-Jade Cir</b>	
Contractual Services	2,220.00
<b>Total Street Lights-Jade Cir</b>	<b>2,220.00</b>
<b>Street Lights-Willow Way</b>	
Contractual Services	780.00
<b>Total Street Lights-Willow Way</b>	<b>780.00</b>
<b>Street Lights-Morningview Cir</b>	
Contractual Services	1,420.00
<b>Total Street Lights-Morningview Cir</b>	<b>1,420.00</b>
<b>Street Lights-Laurel Hills</b>	
Contractual Services	1,020.00
<b>Total Street Lights-Laurel Hills</b>	<b>1,020.00</b>
<b>Street Lights-Montgomery</b>	
Contractual Services	4,125.00
<b>Total Street Lights-Montgomery</b>	<b>4,125.00</b>
<b>Street Lights-Preserve Blvd</b>	
Contractual Services	2,220.00
<b>Total Street Lights-Preserve Blvd</b>	<b>2,220.00</b>
<b>Street Lights-Willow Bend</b>	
Contractual Services	425.00
<b>Total Street Lights-Willow Bend</b>	<b>425.00</b>
<b>Street Lights-Stonebridge 4</b>	
Contractual Services	1,720.00
<b>Total Street Lights-Stonebridge 4</b>	<b>1,720.00</b>
<b>Street Lights-Hickory Hollow</b>	
Contractual Services	1,020.00
<b>Total Street Lights-Hickory Hollow</b>	<b>1,020.00</b>
<b>Street Lights-Stonebridge 5</b>	
Contractual Services	1,420.00
<b>Total Street Lights-Stonebridge 5</b>	<b>1,420.00</b>
<b>Street Lights-Laurel Hills 2</b>	
Contractual Services	1,220.00
<b>Total Street Lights-Laurel Hills 2</b>	<b>1,220.00</b>
<b>Street Lights-Willow Bend Ph 2</b>	
Contractual Services	720.00
<b>Total Street Lights-Willow Bend Ph 2</b>	<b>720.00</b>
<b>Street Lights-Preserve-Plat 8-Mallard Crossing</b>	
Contractual Services	1,530.00
<b>Total Street Lights-Preserve-Plat 8-Mallard Crossing</b>	<b>1,530.00</b>

<b>Street Lights-Preserve-Plat 9-Woodland Run/Oakview Crossing</b>	
Contractual Services	1,420.00
<b>Total Street Lights-Preserve-Plat 9-Woodland Run/Oakview Crossing</b>	<b>1,420.00</b>
<b>Street Lights-Stonebridge Plat 7-Alabaster/Charleston</b>	
Contractual Services	1,420.00
<b>Total Street Lights-Stonebridge Plat 7-Alabaster/Charleston</b>	<b>1,420.00</b>
<b>Street Lights-Stonebridge Plat 6-Lake Wobegon/Timber Run</b>	
Contractual Services	1,420.00
<b>Total Street Lights-Stonebridge Plat 6-Lake Wobegon/Timber Run</b>	<b>1,420.00</b>
<b>Street Lights-Kings Lake Subdivision</b>	
Contractual Services	4,670.00
Debt Service	0.00
<b>Total Street Lights-Kings Lake Subdivision</b>	<b>4,670.00</b>
<b>Grand Total Street Lighting Special Assessment Fund</b>	<b>40,374.00</b>
<b>Red Gate Operating Fund</b>	
Personal Services	0.00
Travel	0.00
Contractual Services	23,850.00
Supplies and Materials	1,800.00
Capital Outlay	0.00
Debt Service	0.00
Other Uses	0.00
Transfers	0.00
<b>Total Red Gate Operating Fund</b>	<b>25,650.00</b>
<b>Police Department Operating Levy Fund</b>	
Personal Services	638,525.00
Travel	0.00
Contractual Services	27,500.00
Supplies and Materials	51,000.00
Capital Outlay	0.00
Debt Service	0.00
Other Uses	0.00
<b>Total Police Department Operating Levy Fund</b>	<b>717,025.00</b>
<b>American Rescue Plan Fund</b>	
Personal Services	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total American Rescue Plan Fund</b>	<b>0.00</b>
<b>Law Enforcement Trust Fund</b>	
Travel	0.00
Contractual Services	0.00

Supplies and Materials	0.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total Law Enforcement Trust Fund</b>	<b>0.00</b>
<b>Mandatory Drug Fine Fund</b>	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total Mandatory Drug Fine Fund</b>	<b>0.00</b>
<b>Education Enforcement Trust Fund</b>	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total Education Enforcement Trust Fund</b>	<b>0.00</b>
<b>DEA Federal Forfeiture Fund</b>	
Travel	0.00
Contractual Services	20,000.00
Supplies and Materials	6,000.00
Capital Outlay	0.00
Other Uses	0.00
<b>Total DEA Federal Forfeiture Fund</b>	<b>26,000.00</b>
<b>OVI Task Force Grant Fund FY2023</b>	
Personal Services	0.00
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
<b>Total OVI Task Force Grant Fund FY2023</b>	<b>0.00</b>
<b>OVI Task Force Grant Fund FY2024</b>	
Personal Services	61,900.00
Travel	0.00
Contractual Services	8,000.00
Supplies and Materials	4,909.65
Capital Outlay	0.00
<b>Total OVI Task Force Grant Fund FY2024</b>	<b>74,809.65</b>
<b><i>Grand Total Special Revenue Funds</i></b>	<b>1,920,578.65</b>
<b><i>Debt Service Funds</i></b>	
<b>Red Gate Debt Retirement Fund</b>	

Debt Service-Principal	0.00
Debt Service-Interest	0.00
Other Uses	0.00
<b>Total Red Gate Debt Retirement Fund</b>	<b>0.00</b>
<b><i>Total Debt Service Funds</i></b>	<b>0.00</b>
<b><i>Capital Projects Funds</i></b>	
<b>General Capital Improvement Fund</b>	
Capital Outlay	0.00
Transfers	0.00
<b>Total General Capital Improvement Fund</b>	<b>0.00</b>
<b><i>Total Capital Projects Funds</i></b>	<b>0.00</b>
<b><i>Permanent Funds</i></b>	
<b>Cemetery Perpetual Care Fund</b>	
Contractual Services	0.00
Transfers	0.00
<b>Total Cemetery Perpetual Care Fund</b>	<b>0.00</b>
<b><i>Total Permanent Funds</i></b>	<b>0.00</b>
<b><i>Proprietary Funds</i></b>	
<b><i>Water Enterprise Funds</i></b>	
<b>Water Operating Fund</b>	
Personal Services	237,400.00
Travel	500.00
Contractual Services	1,569,960.00
Supplies and Materials	116,625.00
Capital Outlay	0.00
Debt Service	0.00
Other Uses	350.00
Transfers	0.00
<b>Total Water Operating Fund</b>	<b>1,924,835.00</b>
<b>Waterline Improvement Fund</b>	
Contractual Services	0.00
Capital Outlay	0.00
Debt Service	14,100.00
Other Uses	0.00
Transfers	0.00
<b>Total Waterline Improvement Fund</b>	<b>14,100.00</b>
<b>Meter/Water Tank Improvement Fund</b>	
Contractual Services	0.00
Capital Outlay	0.00
Debt Service	0.00

Other Uses	0.00
Transfers	0.00
<b>Total Meter/Water Tank Improvement Fund</b>	<b>0.00</b>
<b>Bradford Dr and Herbert Rd (12" Line) Waterline Replacement Fund</b>	
Contractual Services	0.00
Capital Outlay	0.00
Debt Service	0.00
Other Uses	0.00
Transfers	0.00
<b>Total Bradford Dr and Herbert Rd (12" Line) Waterline Replacement Fund</b>	<b>0.00</b>
<b><i>Total Water Enterprise Funds</i></b>	<b>1,938,935.00</b>
<b><i>Sanitary Sewer Enterprise Funds</i></b>	
<b>Sanitary Sewer Operating Fund</b>	
Personal Services	336,000.00
Travel	250.00
Contractual Services	1,256,900.00
Supplies and Materials	31,700.00
Capital Outlay	0.00
Debt Service	80,000.00
Other Uses	10,000.00
Transfers	0.00
<b>Total Sanitary Sewer Operating Fund</b>	<b>1,714,850.00</b>
<b>Sanitary Sewer System Debt Retirement Fund</b>	
Debt Service	23,155.00
Other Uses	0.00
<b>Total Sanitary Sewer System Debt Retirement Fund</b>	<b>23,155.00</b>
<b>Sanitary Sewer System Improvements Fund</b>	
Contractual Services	0.00
Capital Outlay	0.00
Debt Service	39,000.00
Other Uses	0.00
Transfers	0.00
<b>Total Sanitary Sewer System Improvements Fund</b>	<b>39,000.00</b>
<b>Red Gate Sanitary Sewer Extension Fund</b>	
Capital Outlay	0.00
Other Uses	0.00
Transfers	0.00
<b>Total Red Gate Sanitary Sewer Extension Fund</b>	<b>0.00</b>
<b><i>Total Sanitary Sewer Enterprise Funds</i></b>	<b>1,777,005.00</b>
<b><i>Storm Water Enterprise Funds</i></b>	
<b>Storm Water Operating Fund</b>	

Personal Services	229,050.00
Travel	200.00
Contractual Services	55,925.00
Supplies and Materials	32,900.00
Capital Outlay	0.00
Debt Service	0.00
Other Uses	5,500.00
Transfers	0.00
<b>Total Storm Water Operating Fund</b>	<b>323,575.00</b>
<b>Sawmill Creek Improvement Fund</b>	
Capital Outlay	0.00
Advances	0.00
Transfers	0.00
<b>Total Sawmill Creek Improvement Fund</b>	<b>0.00</b>
<b>Overbrook Stormwater Project Fund</b>	
Capital Outlay	0.00
Other Uses	0.00
Transfers	0.00
<b>Total Overbrook Stormwater Project Fund</b>	<b>0.00</b>
<b><i>Total Storm Water Enterprise Funds</i></b>	<b><i>323,575.00</i></b>
<b><i>Internal Service Funds</i></b>	
<b>Health Care Self Insurance Fund</b>	
Contractual Services	1,038,000.00
<b>Total Health Care Self Insurance Fund</b>	<b>1,038,000.00</b>
<b><i>Total Internal Service Funds</i></b>	<b><i>1,038,000.00</i></b>
<b><i>Grand Total Proprietary Funds</i></b>	<b><i>5,077,515.00</i></b>
<b><i>Private Purpose Trust Funds</i></b>	
<b>Cemetery Endowment Fund</b>	
Contractual Services	0.00
Transfers	0.00
<b>Total Cemetery Endowments Fund</b>	<b>0.00</b>
<b><i>Total Private Purpose Trust Funds</i></b>	<b><i>0.00</i></b>
<b><i>Grand Totals All Funds</i></b>	<b><i>12,672,958.65</i></b>

Section 2: And the Finance Director is hereby authorized to draw warrants for payments from any of the foregoing appropriations to make expenditures for items of expense constituting a legal obligation against the City.

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

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

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 1973-44  
REZONING LOT 929 AT 530 WEST MAIN STREET FROM B-2  
GENERAL COMMERCIAL TO M-1 MANUFACTURING.

WHEREAS, the Council of the City of Canfield, Ohio desires to rezone lot 929  
at 530 W. Main Street from B-2 General Commercial to M-1 Manufacturing.; and

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

Section 1: Situated in the City of Canfield, County of Mahoning and State of  
Ohio, Lot 929 at 530 W. Main Street from General Commercial (B-2) to Manufacturing (M-1)

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2023.

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

ATTEST:

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

Certification of Publication

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

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

APPROVED AS TO FORM:

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



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

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

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

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

**WHEREAS**, the City of Canfield, Canfield Township and the Canfield Board of Education have re-negotiated the terms of an agreement allocating the costs of providing a School Resource Officers from September 1,2023 through August 31, 2025.

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

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

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

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

PASSED IN COUNCIL THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Certification of Publication

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

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

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

APPROVED TO FORM:

\_\_\_\_\_  
MUNICIPAL

## AGREEMENT

This Agreement is made and entered into this day of \_\_\_\_\_ 20\_\_\_\_, by and between the **Canfield Township Board of Trustees** (hereinafter the "Township"), the **Canfield Board of Education** ("Board") and the **City of Canfield** (hereinafter the "City").

**WHEREAS**, R.C. 505.43 grants a township authority to contract with a municipal corporation for additional police protection; and

**WHEREAS**, a School Resource Officer Program constitutes police protection for purposes of R.C. 505.43; and

**WHEREAS**, the Township desires to enter into an Agreement with the City for the provision of School Resource Officer(s) (hereinafter "SRO") to be assigned to the Canfield Board of Education that serves Canfield Township and the City of Canfield; and

**WHEREAS**, The Township, City and Board have agreed to the sharing of costs related to the School Resource Officer Program and desire to reduce that agreement to a written agreement.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Under the terms of this Agreement, the City shall provide police protection to the Township by assigning one or more police officers to perform the duties of an SRO at the Canfield High School and Canfield Middle School.

2. The assigned SRO(s) shall perform the services as set forth in the School Resource Officer Agreement entered into between the City and the Canfield Board of Education (hereinafter "SRO Agreement"), a copy of which is attached hereto as Exhibit "1".

### 3. Compensation

A. The Township shall annually contribute toward the yearly compensation for any and all police officers assigned to perform the obligations pursuant to the SRO Agreement by paying the City a fixed annual amount of \$35,000.00 per school year ("Fixed Annual Amount"). The parties acknowledge and agree that the Fixed Annual Amount represents payment toward all of the costs for all of such police officers and police services included under the SRO Agreement including, but not necessarily limited to, the salary of the officers assigned as the SROs, the cost of funding retirement pensions, workers' compensation coverage, unemployment compensation coverage, hazardous duty pay, longevity pay, uniform allowance, Medicare, hospitalization, life insurance and training ("Compensation"). (Notwithstanding the foregoing, any grant money received by the City for the officers assigned as the SROs shall be promptly credited or refunded, as applicable, to the Township. The Township's right to credit or refund due to grant monies received by the City shall survive expiration or any termination of this Agreement.) The Township shall pay to the City the Fixed Annual Amount (less any credits which may be applicable as set forth above) within 30 days after the Township's receipt of a written invoice (which shall be due no earlier than November 1 of each year of this Agreement).

4. The City shall have the sole discretion of determining which of its officers shall act as the SROs. The City shall have the sole and exclusive authority to manage the officers serving as the SROs. Police officer(s) serving under this Agreement will be City employees and shall not be considered Township employees. As such, the City and not the Township will be responsible for all liability incurred as a result of actions of any police officer serving as an SRO under this Agreement.

5. With respect to its officers serving as the SROs, the City shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry, during the performance of this Agreement, and keep in full force workers' compensation insurance. If operation of an automobile occurs in the performance of this Agreement, then automobile liability insurance shall be mandatory, and provided by the City at the City's sole cost and expense, in the amount of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the annual aggregate. The City agrees to obtain and maintain, at the City's sole cost and

expense, at all times throughout the term of this Agreement, general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per claim and Four Million Dollars (\$4,000,000.00) in the annual aggregate. All insurance coverages set forth in this paragraph shall be held with insurance companies licensed in the state of Ohio and rated "A-" or better by A.M. Best. A copy of the documents evidencing all said coverage shall be furnished to the Township upon request.

6. The City shall furnish all necessary supervision, training, equipment, communication services and supplies necessary to provide the police services under this Agreement.

7. This Agreement will be effective from September 1, 2023 and shall continue thereafter until August 31, 2025. Notwithstanding the above, this Agreement shall immediately and automatically terminate if the SRO Agreement between the City and Canfield Board of Education terminates. The City agrees to notify the Township prior to amending or entering into a new SRO Agreement with the Canfield Board of Education so that the Township can participate in the negotiations.

8. This Agreement contains the entire understandings between the parties with respect to the transaction and term contemplated herein. No prior or oral agreements shall be binding. This Agreement may only be amended pursuant to a written document executed by all parties.

9. Notwithstanding anything contained in this Agreement, in the event that the Township does not have sufficient appropriation of funds, the Township may terminate this Agreement upon 90 days advance written notice to the City. In the event of any early termination of this Agreement, the City shall be entitled to be paid a pro-rata share of the Fixed Annual Amount through the date of such early termination.

Approved as to form:

  
\_\_\_\_\_  
Attorney for Canfield Township

**CANFIELD TOWNSHIP BOARD OF TRUSTEES**

By:   
\_\_\_\_\_  
Trustee

By:   
\_\_\_\_\_  
Trustee

By:   
\_\_\_\_\_  
Trustee

**CITY OF CANFIELD**

Approved as to substance and form:

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

\_\_\_\_\_  
Attorney for City of Canfield

Fiscal Officer Certification:

\_\_\_\_\_

**CANFIELD BOARD OF EDUCATION**

By:   
\_\_\_\_\_  
Superintendent  
Title

## SCHOOL RESOURCE OFFICER AGREEMENT

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

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

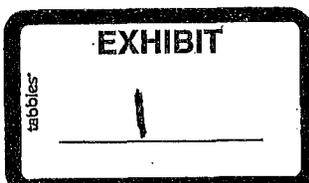
**WHEREAS**, the parties to this Agreement desire to provide programs and services to intervene and prevent at-risk children from becoming involved in the juvenile justice system and/or to support those who may already be involved; and

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

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

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

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



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

**2. The objectives of the SRO Program shall be as follows:**

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

**3. Specific Duties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WITNESSES:**

\_\_\_\_\_  
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\_\_\_\_\_  
Superintendent, Canfield Local Schools

\_\_\_\_\_  
President, Canfield Board of Education

\_\_\_\_\_  
Canfield City Manager

\_\_\_\_\_  
Chief of Police

## MINUTES

CANFIELD CITY COUNCIL  
**REGULAR MEETING**  
DECEMBER 6, 2023-5:30 P.M.

**\*There were technical difficulties with the recording of this meeting, from Reading of Communications and Reports, until John Rapp's Report, was from memory.**

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

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

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

Under **MINUTES**, the Minutes of the Regular Meeting on November 15, 2023 were approved as presented. The Minutes of the Public Hearing on November 15, 2023 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. TIECHE: I believe all members of Council received the Parks Board Minutes. I will have more to say when we get to reports.

MR. NEFF: I have none.

MR. DRAGISH: Kudos to public works for leaf pick up.

MR. NACARATO: Thanks to Public Works for leaf pick up and their help with Lighting of the Green.

MR. MORVAY: Great Job on leaf pick-up.

CHIEF COLUCCI: The Wreaths for Our Veterans ceremony happened at the Canfield East Main Cemetery on Saturday, December 2, 2023; it went very well.

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

MR. TIECHE: Mr. Tieche communicated to John Rapp that the Parks Board is in favor of taking down the clock on the Green.

MR. NEFF: No report

MR. DRAGISH: No report

MR. NACARATO: We had two items on the agenda, the car wash on East Main and a sign. Both items passed.

MR. MORVAY: The Canfield/Boardman FD Committee will be present at the next council meeting to give a presentation and answer questions regarding the possible merger with Boardman Fire Department and the CJFD(expanding the fire district). The Cardinal Joint Fire District had 229 calls in November, transports were 98 and we had no fire losses.

PUBLIC WORKS SUPERINTENDENT: Good evening. Leaf pick-up, get them out Thursday the 7<sup>th</sup>, we will be around zones 1,2,3 & 4, everyone will get their leaves picked-up. We had a resident today stop at our shop because they thought that they missed it but luckily for them, we told them we'd be around tomorrow. We will start breaking down those two leaf trucks and they will be converted into our salt and plow trucks. Friday will be the absolute last day. Monday we won't be back. Get them out Thursday, whatever you need to do, but have them out by Friday morning. We had two water breaks this week that crews repaired. We had a stinky situation up here at City Hall on Monday. We got that taken care of by our guys and Adam & Eve Plumbing. We got it cleaned up. It was pretty bad. The wreath ceremony went well at the cemetery. A special thanks to Anthony Snovak. He was a big part of that. The leaves are all down. Everbrite has been in to sweep the streets. They do that twice a year. Once in the fall and again before the 4<sup>th</sup> of July. Tomorrow should be the competition of that. We helped with the trees and the decorations for the Lighting of the Green. I think it turned out really well. We'll have some more ideas for next year, I'm sure. Then we have the prepping of the salt and plow trucks for the upcoming season. I hope we have a winter like we did last year, but we're ready for it.

MR. MORVAY: Our salt bins are all full and ready to go?

PUBLIC WORKS SUPERINTENDENT: We are full. We're very fortunate for that. With the added storage with the new salt dome, we just put up, we have enough to last us all season.

MR. MORVAY: Great. Christine Clayton our Finance Director.

FINANCE DIRECTOR: Our software conversion for the accounting software is going live this week. We're doing financials, general ledger and payroll. Utility conversion will not be happening until spring. Hopefully, we'll have some new things coming out for utility billing options for emailed bills, etc. I'm going to be preparing the estimated certificate of resources and revenue for 2024, in the next week or so. Next meeting, we'll have legislation for the final budget adjustment for 2023 and a temporary budget for 2024.

MR. MORVAY: Our Finance Director, Christine Clayton.

ZONING INSPECTOR: For the month of November, we issued 15 permits for a total valuation of \$1,040,957.00. It's a good year so far. We're about 18 million so far. The IES building completed the paving of the parking lot, it looks really nice. If you get a chance, take a ride up there. Planning & Zoning next week, we have conditional use permit for a car wash at 520 E. Main. There will be a public hearing at 6:10 next week. We also have two replats coming, one for Stonebridge, they sold their 6<sup>th</sup> lot out of the 14 that they have and 21 Woodland Run is replatting a vacant lot next to them on the corner, they have plans of making an addition and a couple other things. That's all I got.

MR. MORVAY: Our Clerk, Patty Bernat.

CLERK OF COUNCIL: I submitted the city's application for Tree City for 2023. This will be our 43<sup>rd</sup> year that we are a Tree City. The application has been approved by the Regional Coordinator and is moving onto the State Coordinator. That's all.

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

CHIEF OF POLICE: Two more meetings. (Laughter)

MR. NACARATO: So, do John and I.

CHIEF OF POLICE: On the police side of business, Thanksgiving morning, there was a head-on car crash on Route 46, just south of Route 11. Beaver Police Department and the Highway Patrol called for assistance. The man who hit a semi head-on took off out of his car and ran. Lucky he was able to get out and run. He made it a few miles. We were fortunate that Officer Tim Kolar, who is one of our school resource officers at MCCTC, he has access to the drones of the Mahoning County Career and Technical Center purchased and trained both Tim Kolar and Lamping have been certified by FAA and they're certified drone pilots. They took the drone out early Thanksgiving morning and they were able to track the suspect down on Middletown Road, just west of 46. He made it a good way from Route 11 all the way out there. He was intoxicated. He had warrants. The drone found him in the brush. A heat seeking drone. I already planted the seed with the new city manager that drones might be of interest to us. Good job to Officer Tim Kolar who responded that morning and got that job done.

Tuesday, December 5<sup>th</sup>, our officers were alerted by Flock, our patrol officers, that a stolen vehicle was traveling through the city and Officer Tim Bately, he's one of our new officers, a lateral transfer from Dayton PD. Tim found the vehicle and it ended up being a stolen U-Haul vehicle. It was confirmed that it was stolen, through Flock, through our Dispatchers, through Ohio Leads. The vehicle was stolen out of Cleveland. The driver was driving under suspension and I believe had a warrant. He was delivering perishable goods that were NOT stolen, our investigation revealed. The U-Haul vehicle was impounded and the subject was transported to Mahoning County Sheriff's Department jail. We do get stolen vehicle hits quite often and sometimes with traffic, it's not easy to get to them but Officer Bately was able to get there.

Lastly, getting ready to implement procedures for new drug laws pertaining to legalization of marijuana. There is a lot that's not certain. There are a few things that are certain, our prosecutor has passed along to us and legalization, I believe is tomorrow. Legalization is for use for adults over the age of 21. No one under the age of 21 is permitted to use it. Smoking marijuana in a public area is not permissible. We'll put something out to the public to be aware, so they can call in complaints, if there is abuse in public areas. Private areas business can allow or not allow smoking of marijuana, it's up to the business. That's all we've got to this point. There is still a lot that's out there. We know it's legal. The way we're looking at it from the most common-sense way, in 10, 15 or 20 years from now, it's going to be no different than our alcohol laws, probably. Our officers will just use common sense as it comes to marijuana but a lot of it has become lax over the last several years anyways. Our officers are aware of what our (inaudible) is and what our prosecutor's office is. We'll move forward. There will be a lot coming up on that, I'm sure.

City Manager's Office, I don't have much tonight. We are working on, I wanted to have it done for tonight, it didn't get done. The 2024, 2025 and 2026 Salary Ordinance is being prepared. It's just about there, we're buttoning it up. We'll have that for you, along with Christine's final budget adjust at the next meeting. We are looking at swearing in our new elected officials at December 20<sup>th</sup> meeting. That will be pre-meeting. We'll work out the particulars on that. That's just 2 short weeks away. Just for the record, this is the agenda that went out last week.

CLERK: Yes.

CHIEF OF POLICE: There were no ordinances or resolutions taken off?

CLERK: No.

CHIEF OF POLICE: Thank you.

MR. MORVAY: Counselor anything?

ATTY. FORTUNATO: We're still working through the electric vehicle charging ordinance. Planning had some good recommendations last month. You'll see it on the 20<sup>th</sup>, on your agenda. Also, I'm working on a no new well ordinance in the city. We have wells in the city. We have great language related to cross-connection and protection of the public water source for people who do those wells. But we're contemplating a new ordinance that would prohibit the construction and installation of new wells in the city. The next meeting you'll have the SRO Agreements, they're finalized, approved by the township and school board. So, you'll be approving the SRO Agreements for calendar years 2023 and 2024 at your next meeting. I think that's it.

CHIEF OF POLICE: On that note, the SRO Agreements. I did receive them and they could have been on this time but we just received them about a week ago. It could have been on tonight's agenda but it didn't make it. We'll get it to you at the next meeting.

JOHN MORVAY: That concludes our reports. Council any questions for these reports that we've just heard?

MR. NEFF: Is there any change in the commitment from the township on the SRO?

CHIEF OF POLICE: No, there is no change on the commitment on the SRO. As I've stated we're right about \$180,000 a year, the school is at \$118,000 and Canfield Township is content with giving us \$35,000. We're not in a situation where we're going to be threatening or taking police officers out of the school. But Canfield Township probably has more, I'm confident, more of their residents in that school system that just happens to sit in our jurisdictional boundaries, not complaining about that, we enjoy, council and our safety services enjoy keeping our children safe.

MR. MORVAY: Residents, these reports that you've just heard. Any questions?

LEX CALDER: Lex Calder, 145 Willow Bend Drive. Christine, the new software, there are rumors that we will be billed monthly instead of quarterly, is that true?

FINANCE DIRECTOR: That's our goal.

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

MR. WINGARD: Good Evening, Dennis Wingard, 284 Jade Circle, Canfield. I do want to applaud who picked those colors and decided to paint over the wood. We painted over all the wood. Oak is dated, this is a more modern look. It's a good choice. Back in October you voted or passed the salary schedule for the police department. I addressed it on November 1<sup>st</sup>. Somewhere around November 6<sup>th</sup>, I believe that council requested a report to be done about what I conveyed that evening. A report came back and it was mentioned in the Vindicator and in summary it says, the discrepancy report was inaccurate. It was outdated and superficial, what I did. It is what it is. It's been out there. It's been passed. It's been accepted. Employees are expecting those pay raises. What I did is, I passed out to you this evening, math I and math II, is what I call it. As far as I can see, these numbers are still correct. I'm not going to go through it in detail. I'm not going to dwell upon it. What was mentioned was that it was outdated. So, math II, I included it, this past year, June 7<sup>th</sup>, actually it was in July, that Lieutenants and Detectives salaries were adjusted from 82 to 85 and 70 to 74. I incorporated that in there. That was the percentage of changes at the time, in dollar amounts. Three months later, in October, you passed the new 3-year contract. I'm not certain why that was the case but why we didn't hold off until October but, so be it. We got from \$85,000 to \$89,000 on line 21. Line 22, \$74,000 to \$78,000, there is the percentage of changes on there. If you add those together, they still come close to what's Math I at the top. They aren't 5% increases, they're 8.65 to 8.83 and so on. If you flip on to the back of that page, these are dispatchers and patrol officers. Nothing has changed percentage wise. I see don't see any changes, so I still feel those are accurate numbers. If you look at the next part, it says, step increases combined with a salary increase. If you go down to line 35, probationary, I'm not sure who is on each of these different levels, there may not be anybody at all. This is just an example. Line 35, probationary, in 2023, that person or people being paid \$40,279. In 2024, they're going to be paid \$49,329. If there is somebody in probationary that goes to the 12<sup>th</sup> month, sometime throughout that year, plus it would be pro-rated. Let's say, there is somebody in probationary in January they advance to the next level, the 12 months, they get a \$9,000 raise, or 22%. Five, five and five, today; which it's quoted as, is pretty darn good. Five, five and five. The school settled at 2.75 and 3 and 3. Three seems to be the going rate. If you flip to the last page, I'm not dwelling upon it, that's the current salary schedule for the schools, the Canfield Local School District. We're talking about steps on here, there are a lot of steps, there are 40 steps here. It's been a long time since I've seen it expressed like this but actually what you have is from step 0-13, those are the years. Then 14-18, that's approved, remain with the same salary, 19-23, it's the same salary. There is actually 19 steps there. We're talking about job retention, I understand that, in appreciation for our employees, if you want to retain employees, reducing steps from 4 to 3 is not the way. If Boardman reduced it from 8 to 10 to 6, it's not the way. What you're saying is, somebody that is at 36 months, gets paid the same thing as a patrol officer or dispatcher at somebody who is at 10 years or 15 years or 20 years. They're all in the same step, so to speak. The steps stop at 36 months. If you want to retain good employees, you need to have other steps for them to climb up onto and appreciate that there is something forthcoming for them. As you see on the Canfield Local Schools, the 40 steps broken down (inaudible). If you look on Canfield Local Schools and you look at step 3, for a person that has a bachelor's degree, that is in the third year, they're going to be paid \$47,000. Now, you go to dispatcher, that is non-degreed, as far as I understand, at 36 months, they're getting paid \$57,000, that's a difference of \$10,000. A beginning teacher with a 4-year degree, it's not your problem, it's the problem of education, they get paid \$47,000 and a dispatcher gets paid \$57,000. The next year, there is a difference of \$11,300, the next year it's \$12,200. So, that part is education. But what I'm trying to convey is we're paying our employees well. They're doing an excellent job. I respect the job that they are doing and we're paying them well. What I expect is we put out the right message to the voters. The

voters aren't upset about this because they don't know it's taking place. There is nobody sitting here. There is not a large number of people sitting here looking at salary schedules. Our dog pound that we have here, is what I call them, myself a watchdog, Frank who has been here for years, I have to applaud Frank for being here all those years, we had Kathryn Young but she ran into some other situations, we've had Jeff Wagner. A lot of what you hear from the dog pound is about finances.

MR. MORVAY: Denny, I have to keep this at 3 minutes.

DENNY WINGARD: I understand. That's where I'm coming from. Since we're a public entity, like the schools are, not a business entity, the taxpayers and the voters put a lot of trust in us to be good stewards of taxpayers money. If it's 5% going out, fine but if it's 13% or 10% or 22%, that needs to be brought up here, also. That's all I have to say. Good evening.

MR. KEN CERIMELE: Thank you and good evening. I'm Ken Cerimele. With regards to 530 W. Main Street, it's a business property that I purchase a year ago. I turned the front of the property into a daycare center. I have self-storage on the back part of the property. I'm here tonight because I had request from Planning & Zoning that I be allowed to store on the outside of the property. Currently, I just have inside storage. I have many requests for outside storage. I shouldn't say, unbeknownst to me, I think it was told to me, it's a B-2 Zoning and I need an M-1 in order to do that. So, I'm here tonight to request of you, if there is a way to get a variance for that property in order to allow me to store outside vehicles, which would be RV's, trailers, some cars, most cars want to be inside.

ATTY. FORTUNATO: That would not be allowed. We talked to Planning. That adjustment, that variance, (inaudible) a zone change. We don't grant variances for use. I think what we talked about at Planning was coming to council and talk to them about rezoning your area to M-1; where you would be allowed outside storage. That's where we left our conversation.

MR. KEN CERIMELE: Right.

MR. MORVAY: Can that be limited to the backside?

ATTY. FORTUNATO: It could be. If you can pull up the zoning map. Can we do that Mike?

ZONING INSPECTOR: Go to zoning in the website. There is no M-1 District on there past Hometown Produce. Hometown Produce is the last red on that upper portion of West Main.

MR. KEN CERIMELE: My property is right there.

ZONING INSPECTOR: Cardinal Lighting used to be out there. FDS, that was the last M-1 District out there and we rezoned that a couple of years ago to B-2, so everything would be B-2 out there.

ATTY. FORTUNATO: We can also modify the B-2 Zoning District to allow for outside storage. Right now, it's not.

ZONING INSPECTOR: Be aware that the storage across the street that was looking for outside storage for years and that would be outdoor storage also.

KEN CERIMELE: Which I believe is, right here, Mike. Is that right?

ZONING INSPECTOR: Right.

ATTY. FORTUNATO: I don't think anybody expects you to answer today but you can mull that over, let Chief know where you're at and we pick it up again at Planning.

MR. MORVAY: I personally would not have an objection as long as it was in the back of the property, not in the front.

KEN CERIMELE: A-1 Storage is approximately 200 feet back from the road. It is fenced in along the front side. It would all be behind the fence.

MR. MORVAY: We'll discuss it. I appreciate it.

KEN CERIMELE: Thank you, very much.

MR. MORVAY: Frank, anything?

FRANK MICCHIA: Frank Micchia, 220 Glenview. The new chambers looks good. We got a new monitor. It took a long time for use to come into the real world but it's a pleasant addition. I'm glad to see something like that happen. Number 2, we need a calendar in this room. So, we can talk about dates and no calendar. How about a nice big calendar somewhere? A lot of our activities are based on dates. Number 3, how about a white board? At times people want to talk and they want to draw something.

MR. DRAGISH: You can do that on there.

FRANK MICCHIA: You can do that on here?

COLLECTIVELY: Yes.

MR. MORVAY: You have a screen and then just draw.

MR. MICCHIA: If you're ambidextrous enough. I would prefer to see a white board myself.

CHIEF OF POLICE: You can draw on it. It's as easy as pick your color and draw.

MR. MICCHIA: I would like to put one of my favorite entertainment sites on here but I don't think I will. The thought for today is: Don't stand between a dog and a fire hydrant.

MR. MORVAY: Anybody else? Hearing none.

MR. TIECHE: You made a comment about a dog and a fire hydrant. It made me think of something. On West Main Street, in front of the street widening, aren't those fire hydrants too darn close to the roadway. It looked to me like they were maybe a foot off the edge of the road. If so, shouldn't we be saying something to the developer out there about moving them?

PUBLIC WORKS SUPERINTENDENT: I was informed that they were not. There is going to be a buffer there, the white line that is going to come so far. That was all designed before the water line. That was

the information I got. After our last council meeting, I stopped down and talked to the Millennial Moment builder with all the infrastructure and that same contactor widened that out.

MR. TIECHE: But you're saying the fire hydrants there aren't very close to the road?

PUBLIC WORKS SUPERINTENDENT: Well, not when they put that white line on. There are fire hydrants currently in the city that are a lot closer than that to the road.

MR. TIECHE: You're going to have to tell me where those are. I'd say a couple of those can't be more than 3 feet off the edge of that paved area. Now, you're going to have a white line there, that's one thing, but that's not a barricade to keep them from hitting over against that fire hydrant. I think we need to take a look at that. Go ahead, I'm sorry.

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

Under **OLD BUSINESS**:

ITEM A: A Resolution Authorizing the City Manager to submit applications, and to Execute Contracts and Act as Chief Executive Officer for the Ohio Public Works Commission, Round 38 OPWC Funding Project; Namely the South Hillside, Oak and Manor Hill Improvements Project, and to Designate the Finance Director as Chief Fiscal Officer for all Grant Documents for the Project and to Designate MS Consultants, Inc as the Project Manager, and Declaring an Emergency.

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

MR. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

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

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

MR. TIECHE: You said you were going to read this by title only, you didn't say it was going to be 50 pages. Mr. President, I have a Resolution Authorizing the City Manager to submit applications, and to Execute Contracts and Act as Chief Executive Officer for the Ohio Public Works Commission, Round 38 OPWC Funding Project; Namely the South Hillside, Oak and Manor Hill Improvements Project, and to

Designate the Finance Director as Chief Fiscal Officer for all Grant Documents for the Project and to Designate MS Consultants, Inc as the Project Manager, and Declaring an Emergency. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Chief, is there anything we need to be brief about? I know you talked about it.

CHIEF OF POLICE: City staff worked with the city engineers to submit an application for the project to be considered as part of the Ohio Public Works Commission program. It's the 2024 Street Resurfacing Project for OPWC Grant in the amount of \$127,249.00, with a local commitment of \$199,869 that will be funded from the Street CM&R Fund.

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

ROLL CALL ON RESOLUTION:

5 Votes-Yes  
0 Votes-No  
Resolution passes  
Resolution 2023-07.

ITEM B: A Resolution of the Council of the City of Canfield, Ohio Authorizing the Mahoning County Auditor's Office to Assess Properties with the City of Canfield.

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. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

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

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

MR. NEFF: Mr. President, we have a Resolution of the Council of the City of Canfield, Ohio Authorizing the Mahoning County Auditor's Office to Assess Properties with the City of Canfield. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Chief, what does this Resolution do?

CHIEF OF POLICE: The Mahoning County Auditor's Office is requiring a Resolution be passed by Council in order to assess properties for streetlighting, lawn mowing, etc.

MR. MORVAY: what would happen if we didn't pass this?

FINANCE DIRECTOR: All these developments, we wouldn't get money to pay the electric bill.

MR. MORVAY: Questions Council? Hearing none. Residents? Hearing none.

ROLL CALL ON RESOLUTION:

5 Votes-Yes  
0 Votes-No  
Resolution passes  
Resolution 2023-08.

MR. DRAGISH: The streetlight at the end of Brookpark has been out, since everything went out. All the other lights came on. But that light, the overhead light, they're not real bright but it gives that corner enough light. It's still out.

CLERK: If you have a house number that it is in front of, I can report it to Ohio Edison. I think it's 2.

MR. TIECHE: Which raises another question in my mind. Do our police officers report it when they see streetlights are out, so Patty can get that information back to Ohio Edison. If not, could you ask them to be doing that?

CHIEF OF POLICE: The "overpaid" police officers do report light out. They do return to dispatch and either dispatch or Patty calls it in. It happens often. We missed that. Thank you.

MR. DRAGISH: It's just odd because it's right at the bend. I thought it was going to come on. I gave it some time.

ITEM C: A Motion Making Appointments to Boards, Commissions & Committees.

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

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

MR. DRAGISH: Mr. President, I have a Motion Making Appointments to Boards, Commissions and Committees. I move for passage.

MR. MORVAY: We have to fill in some of these blanks, right Patty?

CLERK: No, they're all filled in.

MR. DRAGISH: They're all filled in, so if we're good with these.

MR. MORVAY: Should we just go over them.

MR. MORVAY: Jack Palermo, Steve Kristan and Bruce Neff will be on Planning & Zoning Commission Kirk Kreuzwieser, Brianna Fitzgerald and Mark Graham will be on Design Review Committee.

Doug Toot will be on Civil Service Commission.

Lex Calder, Troy Rhoades and Charles Tieche will be on Parks, Recreation & Cemetery Board.

Andrew Zunic, Richard Yager and Scott Kamenitsa are on Income Tax Review Board.

Denise Harlan and Christine Oliver will be on Cardinal Joint Fire District.

Bruce Neff will be on Millennial Moments JEDD Board.

MR. MORVAY: I had a motion. Did I have a second?

CLERK: No.

MR. NACARATO: Second.

MR. MORVAY: It will be as I just read. Are there any questions, comments or concerns? Hearing none. Residents, any questions? Hearing none.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Motion 2023-23.

Under **COUNCIL COMMENTS:**

MR. TIECHE: I'd like to compliment Public Works and Rotary for a great job around the Village Green and also Public Works on leaf pick-up. Probably all the other things that nobody sees. The stop sign down there.

MR. NEFF: I'd have to say, ditto.

MR. DRAGISH: I think we've come a long way. We get a lot of sway back and forth for what we pay for leaf pick-up. You guys keep the city looking wonderful. You guys do a great job. The job you did decorating the poles for the holiday season, it looks wonderful, the Green looks really good. I'm proud to be the Mayor of this town. It looks great.

MR. NACARATO: I can't say enough for Public Works and all their help. Seventeen years of Lighting of the Green and we've made it real far. The same with the police department, I can't thank you guys enough for all the help you've given us. I'm very proud to be part of the city. I'm proud to be able to serve and will be Lighting of the Green until they pull me out in a blue hertz.

CHIEF OF POLICE: A blue one?

MR. NACARATO: I want blue.

MR. MORVAY: I would like to conclude this meeting by addressing Mr. Wingard's concerns. I remember passing these increases and it was justification for everything that we've done. Again, everybody, the transfers, people coming from different districts, so that we were competitive. I've sat on this board for 12 years and I've never seen anybody be more prudent with city money, than this group of people here. I don't remember every specific time that they passed an increase, I don't believe our guys are overpaid, one bit. I think they're paid fairly. That's what we've tried to do throughout the city. I'll defend our actions up here and defend how we spent the city's money for the last 12 years. I'll argue about that. With that, I wish everyone a great evening. See you in 2 weeks. Thank you. This meeting is adjourned.

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PRESIDENT OF COUNCIL

ATTEST:

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CLERK OF COUNCIL