

CANFIELD CITY COUNCIL

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

10. OLD BUSINESS

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

11. NEW BUSINESS

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

- A. An **Ordinance** Authorizing the City Manager to Apply for, Accept, and Enter into A Cooperative Agreement for Construction of the Sawmill Creek Improvements Project Between the City of Canfield and the Ohio Water Development Authority and Declaring an Emergency.

**Description:** This Ordinance authorizes the City Manager to Enter Into a Cooperative Agreement with the Ohio Water Development Authority for the Sawmill Creek Improvement Project.

**Action Needed:** Approval of Ordinance

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

- B. An **Ordinance** Authorizing the City Manager to Enter Into A Contract for the Sawmill Creek Improvement Project.

**Description:** Staff has worked with our City Engineer in preparing and bidding the Sawmill Creek Improvement Project. This Ordinance authorizes the City Manager to enter into a contract with Yarian Brothers Construction for the Sawmill Creek Improvement Project for an amount not to exceed \$1,860,455.00 and contingent upon receiving the funding for said project.

**Action Needed:** Approval of Ordinance

**Attachment(s):** Letter from MS Consultants and Bid Tabulation

- C. An **Ordinance** Approving the Replat of Canfield City Lots 1351 & 1352 and Part of Outlot 13 on Brookpark Drive by William Bartels.

**Description:** William Bartels has applied for a replat of 3 lots on Brookpark Drive. Lots 1351 & 1352 size will be increased with the replat of OL 13. The purpose of the Replat is to sell the property to Tom Danko, so he can build on these lots.

**Action Needed:** Approval of Ordinance

**Attachment(s)** Mylar, Certification from MS Consultants, Closure

- D. A **Motion** Authorizing the City Manager to Enter Into An Agreement on Behalf of the City of Canfield and Canfield Local School District Regarding School Safety Officers.

**Description:** See Chief

**Action Needed:** Approval of Motion

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

- E. A **Motion** to Waive a Portion of Utility Charges.

**Description:** The resident at 262 Fairview has outside water lines for watering flowers, etc. There was a break in the line. The water did not go into the sewer system. The resident is requesting forgiveness on the sewer portion of the bill. This forgiveness would be contingent on the City receiving credit from MVSD.

**Action Needed:** Passage of Motion

**Attachment(s):** Letter from resident and consideration of adjustment calculation

- F. A **Motion** Setting the Date and Time for Trick-or-Treat in the City of Canfield for 2023.

**Description:** This motion sets the official time for Trick or Treating in the City of Canfield. Trick or Treat will be on October 31, 2023 from 6:00pm to 8:00pm.

**Action Needed:** Approval of Motion setting the date and time for Trick-or-Treating in the City of Canfield for 2023.

**Attachment(s):** Motion.

- G. A **Motion** Authorizing the Attendance of and Reimbursing Lex Calder for the Registration Fee for a Workshop Relating to and Benefiting the Parks, Recreation & Cemetery Board.

**Description:** At our last Council Meeting Lex Calder asked to be reimbursed to attend a workshop regarding bike trails. This will benefit the Parks, Recreation & Cemetery Board, as bike trails are being developed in the City. This Motion allows the City to reimburse Lex Calder \$600.00 to attend the workshop on October 11<sup>th</sup> & 12<sup>th</sup> in Cedar City, Utah.

**Action Needed:** Passage of Motion

**Attachment(s):** Flier outlining the Workshop Activities.

12. Council Comments.

13. Adjournment

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

CITY OF CANFIELD

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR CONSTRUCTION OF THE SAWMILL CREEK IMPROVEMENTS PROJECT BETWEEN THE CITY OF CANFIELD AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.

**Whereas**, the City of Canfield (hereinafter referred to as the “LGA”) desires to construct storm sewer improvements associated with the Sawmill Creek Improvements Project; and

**Whereas**, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the construction and construction administration of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

**Whereas**, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

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

**Section 1:** That the LGA hereby approves the planning of the aforesaid Sawmill Creek Improvement Project in cooperation with the OWDA under the provisions, terms and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

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

**Section 3:** That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City of Canfield for the reason that the immediate construction of the Sawmill Creek Improvement Project at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA; wherefore, this ordinance shall be in full force and effect from and immediately after its passage.

**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

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereinafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

### DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

### DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

#### DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

## ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

## ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.



(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

#### ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 (“Rule 15c2-12”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board (“MSRB”) through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA’s incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, “EMMA System” shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is [emma.msrb.org](http://emma.msrb.org). The LGA acknowledges that the OWDA is not responsible for any of the LGA’s required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a “Financial Obligation” under Rule 15c2-12.

## ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

**ARTICLE VI - REPRESENTATIONS AND AGREEMENTS  
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;  
EVENTS OF DEFAULT AND REMEDIES THEREFOR;  
INDEMNIFICATION**

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;



(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

#### ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority  
480 South High Street  
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

\_\_\_\_\_  
OWDA General Counsel

OHIO WATER DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
LGA Legal Officer or Counsel

LGA: \_\_\_\_\_

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

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

TERM SHEET

*NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.*

**Exhibit A**

PROJECT FACILITIES DESCRIPTION

**Exhibit B**

CONSTRUCTION CONTRACT(S)



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

First Reading: \_\_\_\_\_

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO  
ENTER INTO A CONTRACT FOR THE SAWMILL CREEK IMPROVEMENT PROJECT

WHEREAS, the Council of the City of Canfield has determined it is in the city's best interest to move forward with the Sawmill Creek Improvement Project; and

WHEREAS, bids have been received; and

WHEREAS, Council now deems it to be in the best interest of the City to award a contract for the Sawmill Creek Improvement Project.

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

Section 1: The City Manager is hereby authorized to enter into a contract with Yarian Brothers Construction for the Sawmill Creek Improvement Project, as detailed in their bid attached hereto, and contingent upon receiving the loan for said project.

Section 2: The said authorization shall not exceed a cost of \$1,860,455.00.

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

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

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

ATTEST:

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

Certification of Publication

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

\_\_\_\_\_.

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

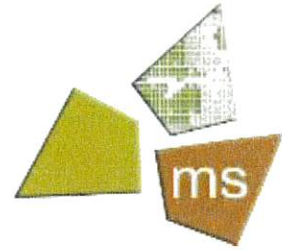
APPROVED AS TO FORM:

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

# ms consultants, inc.

engineers, architects, planners

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



September 13, 2023

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

**RE: City of Canfield  
Sawmill Creek Improvement Project  
Bid Opening, August 31, 2023**

Dear Mr. Colucci,

Based upon review of the bids received August 31, 2023 for the above subject project, ms consultants, inc. recommends award of the project to the apparent low bidder, Yarian Brothers Construction, Inc. with a Base Bid Plus Alternate A amount of **One Million Eight Hundred Sixty Thousand Four Hundred Fifty-Five Dollars and 00/100 (\$1,860,455.00)**.

<b><u>Contractor</u></b>	<b><u>Base Bid</u></b>	<b><u>Base Bid Plus Alternate A</u></b>
Yarian Brothers Construction, Inc.	\$1,915,071.00	\$1,860,455.00
Rudzik Excavating, Inc.	\$1,914,465.00	\$1,914,465.00
JS Bova Excavating, LLC	\$2,472,530.00	\$2,472,530.00
S.E.T., Inc.	\$2,514,579.30	\$2,514,579.30

Yarian Brothers Construction, Inc. was the only contractor to submit an Alternate A underground detention chamber system. The basis of design was the ADS StormTech SC-740 (ADS) underground chamber system. Yarian Brothers Construction, Inc., submitted the Lane Enterprises StormKeeper SK75 (Lane) underground chamber system as Alternate A. Per the bidding documents, "the basis of award shall be based on the sum total of all items listed on the Base Bid Plus Alternate A. Submission of Alternate A is not required. If the Contractor chooses not to provide an Alternate A item, the basis of award will be evaluated on the Base Bid".

ms consultants, inc. has reviewed the Lane underground chamber system submitted by Yarian Brothers Construction, Inc. as Alternate A. Our review included research of the Lane system, meetings with both Lane/Yarian Brothers and ADS/Rudzik Excavating to review material specifications, review of Yarian Brothers experience on similar projects, review of the Lane Enterprises system and local installations, and reference checks.

Based on our review of the available information, it is the opinion of ms consultants, inc. that the Lane underground chamber system conforms with the criteria described in the bidding documents. Yarian Brothers Construction, Inc. demonstrates the knowledge, ability, and experience to complete the work in this contract based on the Bidder's Qualifications submitted with the bid and the supplemental information that they provided at our request. Our staff also performed reference checks and received favorable feedback for similar work. All reference checks and supporting documentation is available upon request.

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

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

Sincerely,

A handwritten signature in blue ink that reads "Steve Preston". The signature is written in a cursive style.

Steve Preston, P.E.  
Project Manager

File: 61-20592-00

**BID TABULATION**



PROJECT CLIENT: City of Council Bluffs  
 PROJECT DESCRIPTION: Sawmill Creek Improvement Project  
 BIDS RECEIVED: 8/31/2023  
 BIDS TABULATED: 9/6/2023

ENGINEERS PROJ. NO. 61-20592  
 ENGINEERS ESTIMATE \$ 2,877,785.00

ITEM NO.	EST. QTY.	ITEM DESCRIPTION	UNIT	Yatani Brothers Construction, Inc.		Rudolph Excavating, Inc.		J.S. Boys Excavating LLC		S.E.T., Inc.		CONTRACTOR E		CONTRACTOR F	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	1	Mobilization / Demobilization	LS	\$98,251.00	\$98,251.00	\$11,200.00	\$11,200.00	\$45,000.00	\$45,000.00	\$88,442.50	\$88,442.50		\$0.00		\$0.00
2	1	Bonding and Insurance	LS	\$20,000.00	\$20,000.00	\$17,850.00	\$17,850.00	\$27,250.00	\$27,250.00	\$28,700.00	\$28,700.00		\$0.00		\$0.00
3	1	Maintenance of Traffic	LS	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00		\$0.00		\$0.00
4	1	Construction Layout Staking & As-Built Preparation	LS	\$20,000.00	\$20,000.00	\$9,000.00	\$9,000.00	\$19,872.00	\$19,872.00	\$32,300.00	\$32,300.00		\$0.00		\$0.00
5	1	Video Documentation & Construction Photographs	LS	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$1,500.00	\$1,500.00		\$0.00		\$0.00
6	1	Maintenance of Utilities	LS	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$15,500.00	\$15,500.00	\$8,000.00	\$8,000.00		\$0.00		\$0.00
7	1	Temporary Erosion & Sediment Control	LS	\$15,000.00	\$15,000.00	\$12,515.00	\$12,515.00	\$13,575.00	\$13,575.00	\$10,670.00	\$10,670.00		\$0.00		\$0.00
8	1	Cleaning and Grubbing	LF	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00		\$0.00		\$0.00
9	2,600.00	Pipe Removal, 24" & Under	LF	\$4.00	\$10,400.00	\$3.00	\$7,800.00	\$15.00	\$39,000.00	\$3.00	\$7,800.00		\$0.00		\$0.00
10	11	Catch Basin Removed	EA	\$720.00	\$7,920.00	\$300.00	\$3,300.00	\$750.00	\$8,250.00	\$290.00	\$2,790.00		\$0.00		\$0.00
11	16	Yard Inlet Removed	EA	\$720.00	\$11,520.00	\$200.00	\$3,200.00	\$500.00	\$8,000.00	\$200.00	\$2,000.00		\$0.00		\$0.00
12	1	Headwall Removed	EA	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00		\$0.00		\$0.00
13	1,050	Curb Removed	LF	\$2.00	\$2,100.00	\$5.00	\$5,250.00	\$15.00	\$15,750.00	\$5.00	\$5,250.00		\$0.00		\$0.00
14	105	Walk Removed	SF	\$20.00	\$2,100.00	\$2.00	\$210.00	\$2.00	\$210.00	\$2.00	\$210.00		\$0.00		\$0.00
15	120	12" Conduit, Type C	LF	\$8.00	\$9,600.00	\$93.00	\$11,160.00	\$70.00	\$8,400.00	\$66.78	\$7,993.60		\$0.00		\$0.00
16	750	18" Conduit, Type B	LF	\$77.00	\$57,750.00	\$131.00	\$98,250.00	\$160.00	\$120,000.00	\$122.02	\$91,515.00		\$0.00		\$0.00
17	950	18" Conduit, Type C	LF	\$85.00	\$78,850.00	\$92.00	\$87,400.00	\$160.00	\$152,000.00	\$101.02	\$95,959.00		\$0.00		\$0.00
18	120	24" Conduit, Type B	LF	\$154.00	\$18,480.00	\$121.00	\$14,520.00	\$241.00	\$28,920.00	\$192.01	\$23,041.20		\$0.00		\$0.00
19	1,100	24" Conduit, Type C	LF	\$95.00	\$102,300.00	\$107.00	\$117,700.00	\$120.00	\$132,000.00	\$137.34	\$151,074.00		\$0.00		\$0.00
20	1,200	30" Conduit, Type C	LF	\$107.00	\$128,400.00	\$143.00	\$171,600.00	\$130.00	\$156,000.00	\$201.66	\$241,992.00		\$0.00		\$0.00
21	175	36" Conduit, Type C	LF	\$274.00	\$47,950.00	\$202.00	\$35,350.00	\$230.00	\$40,250.00	\$302.13	\$52,872.75		\$0.00		\$0.00
22	500	36" Conduit, Type B	LF	\$166.00	\$83,000.00	\$157.00	\$78,500.00	\$150.00	\$75,000.00	\$224.38	\$112,190.00		\$0.00		\$0.00
23	38	Downspout Connection	EA	\$685.00	\$26,030.00	\$481.00	\$18,278.00	\$388.00	\$14,744.00	\$986.50	\$37,487.00		\$0.00		\$0.00
24	3	Headwall ODOT Type HW-2.1	EA	\$6,288.00	\$18,864.00	\$1,440.00	\$4,320.00	\$2,325.00	\$6,975.00	\$5,124.90	\$15,374.70		\$0.00		\$0.00
25	5	Manhole ODOT Type MH-1	EA	\$3,288.00	\$16,440.00	\$7,988.00	\$39,940.00	\$7,160.00	\$35,800.00	\$5,188.05	\$25,940.25		\$0.00		\$0.00
26	1	Catch Basin ODOT Type 2-2B	EA	\$2,123.00	\$2,123.00	\$1,560.00	\$1,560.00	\$2,400.00	\$2,400.00	\$2,104.45	\$2,104.45		\$0.00		\$0.00
27	7	Catch Basin ODOT Type 3A	EA	\$3,198.00	\$22,386.00	\$3,700.00	\$25,900.00	\$3,130.00	\$21,910.00	\$2,605.30	\$18,237.10		\$0.00		\$0.00
28	26	Catch Basin ODOT Type 2-3	EA	\$2,275.00	\$59,150.00	\$3,130.00	\$81,380.00	\$3,005.00	\$78,130.00	\$3,444.15	\$89,547.90		\$0.00		\$0.00
29	1	Catch Basin ODOT Type 2-9	EA	\$4,950.00	\$4,950.00	\$7,505.00	\$7,505.00	\$9,750.00	\$9,750.00	\$2,426.50	\$2,426.50		\$0.00		\$0.00
30	49	Linear Grading	STA	\$131.00	\$6,419.00	\$260.00	\$12,780.00	\$500.00	\$24,500.00	\$800.00	\$39,200.00		\$0.00		\$0.00
31	14	Connection to Existing System	EA	\$1,500.00	\$21,000.00	\$1,640.00	\$22,960.00	\$5,000.00	\$17,000.00	\$1,208.25	\$16,915.50		\$0.00		\$0.00
32	1	Underground Detention System (ADS SC-740 StormTech Chamber System or Equal)	LS	\$573,882.00	\$573,882.00	\$547,392.00	\$547,392.00	\$848,784.00	\$848,784.00	\$809,044.70	\$809,044.70		\$0.00		\$0.00
33	920	Topsoil	CY	\$72.00	\$66,240.00	\$34.00	\$31,280.00	\$68.00	\$62,560.00	\$67.25	\$61,870.00		\$0.00		\$0.00
34	6,200	Seeding & Mulching	SY	\$3.00	\$18,600.00	\$18.00	\$111,600.00	\$5.00	\$31,000.00	\$3.68	\$22,736.00		\$0.00		\$0.00
35	600	Pavement Repair	SY	\$90.00	\$54,000.00	\$105.00	\$63,000.00	\$215.00	\$129,000.00	\$167.79	\$100,674.00		\$0.00		\$0.00

**BID TABULATION**



PROJECT CLIENT: City of Camfield  
 PROJECT DESCRIPTION: Sawmill Creek Improvement Project  
 ENGINEER'S PROJ. NO. 61-20832  
 ENGINEER'S ESTIMATE \$ 2,877,685.00

BIDS RECEIVED: 8/31/2023  
 BIDS TABULATED: 9/6/2023

ITEM NO.	EST. QTY.	ITEM DESCRIPTION	UNIT	Yarian Brothers Construction, Inc.		Rudzik Excavating, Inc.		J.S. Bova Excavating LLC		S.E.T., Inc.		CONTRACTOR E		CONTRACTOR F	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
36	105	Concrete Walk	SF	\$15.00	\$1,575.00	\$19.00	\$1,985.00	\$32.00	\$3,360.00	\$12.39	\$1,300.95		\$0.00		\$0.00
37	1,090	Concrete Curb	LF	\$23.00	\$24,650.00	\$37.00	\$39,850.00	\$28.00	\$29,400.00	\$30.95	\$33,447.50		\$0.00		\$0.00
38	220	Asphalt Driveway Replacement	SY	\$26.00	\$5,720.00	\$121.00	\$26,820.00	\$110.00	\$24,200.00	\$158.15	\$34,795.00		\$0.00		\$0.00
39	455	Concrete Driveway Replacement	SY	\$176.00	\$80,080.00	\$119.00	\$54,145.00	\$68.00	\$26,380.00	\$136.02	\$61,885.10		\$0.00		\$0.00
40	SPEC	Allowance Utility Lowering / Adjustments			\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$0.00		\$0.00
41	SPEC	Allowance AT&T Coordination, As Directed by Owner/Engineer			\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00		\$0.00		\$0.00
42	SPEC	Allowance As Directed by the Owner/Engineer			\$60,000.00		\$60,000.00		\$60,000.00		\$60,000.00		\$0.00		\$0.00
TOTAL AMOUNT BASE BID:					\$1,915,071.00		\$1,914,465.00		\$2,472,530.00		\$2,514,579.30		\$0.00		\$0.00
ALTERNATE 'A' - BASE BID ITEM DEDUCT															
32	SPEC	Underground Detention System (AUS 30"/40 Storm Sewer Chamber System or Equal)	LS		(\$573,882.00)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL DEDUCT AMOUNT:					(\$573,882.00)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
ALTERNATE 'A'															
TOTAL ALTERNATE 'A' AMOUNT:					\$519,266.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID + ALTERNATE 'A' AMOUNT:					\$1,869,455.00		\$1,914,465.00		\$2,472,530.00		\$2,514,579.30		\$0.00		\$0.00
DATE OF BID AS SUBMITTED:					8/31/2023		8/31/2023		8/31/2023		8/31/2023		8/31/2023		8/31/2023
BIDDER'S FIRM:					Yarian Brothers Construction, Inc.		Rudzik Excavating, Inc.		J.S. Bova Excavating LLC		S.E.T., Inc.				
AUTHORIZED REPRESENTATIVE:					Tim Yarian		Jeffrey Rudzik		Louis Joseph Bova		Doug Susany				
TITLE:					President		President		President		President				
UNIT PRICE BID, TOTAL AMOUNT BID - ITEM, & TOTAL AGREE?					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No?	Yes/No?	Yes/No?

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

I certify that the Bid Tabulation is a correct and complete Tabulation of Bids Received on August 31, 2023 for the subject Project.

*Steve Preston*  
 Steve Preston, P.E.  
 mcs consultants, inc.  
 Date: 9/13/2023

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

ORDINANCE

An Ordinance Approving the Replat of  
Canfield City Lots 1351 & 1352 and Part of Outlot 13 on Brookpark Drive  
By William Bartels

WHEREAS, the Planning & Zoning Commission at their Regular Meeting on September 14, 2023 approved the replat of Canfield City lots 1351 & 1352 and Part of Outlot 13 on Brookpark Drive.

WHEREAS, the Planning and Zoning Commission recommends to Council the approval of the replat of Canfield City lots 1351 & 1352 and Part of Outlot 13 on Brookpark Drive.

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

Section 1: The Council of the City of Canfield approves the replat of Canfield City lots 1351 & 1352 and Part of Outlot 13 on Brookpark 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:

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

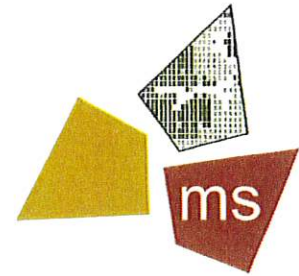
\_\_\_\_\_  
CLERK OF COUNCIL

APPROVED AS TO FORM:

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

**ms consultants, inc.**  
engineers, architects, planners

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



Replat of Canfield City Lot No.s 1351 & 1352  
Plat Volume 55, Page 20  
& Part of Outlot No. 13 Certification

This is to certify that the Replat of Canfield City Lots 1351 and 1352 and part of Outlot 13 as shown on the Replat of Canfield City Lot No.s 1351 & 1352 Plat Volume 55, Page 20 & Part of Outlot No. 13, City of Canfield, Mahoning County, State of Ohio shown on a Plat of Survey prepared by Warren F. Drescher IV does not exceed the mathematical error in closure as stated in Administrative Code Chapter 4733-37-04, Measurement specifications for the Standard for Boundary Surveys in Ohio. I also certify that the acreage for Replatted C.C.L. 1351 is 0.804 acres and C.C.L. 1352 is 2.764 acres, the owner's deed references are O.R. Book 5991 page 1826 and is current. Adjoining subdivisions and owners are verified with referenced instrument number and plat volumes and pages. The boundary monuments are found and set at the corners as required by 4733-37-03, Monumentation for the Standards for Boundary Surveys in Ohio. The Plat of Survey as stated above does meet the standards as outlined in 4733-37-05, Plat of Survey.

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

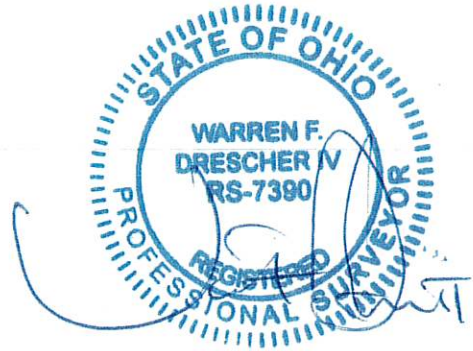
A handwritten signature in blue ink, appearing to read "Chad S. Snow".

9/13/23

Chad S. Snow  
Registered Professional Surveyor No. 8559



**DRESCHER & ASSOCIATES**  
 PROFESSIONAL LAND SURVEYORS  
 5250 SOUTH AVENUE  
 YOUNGSTOWN, OHIO 44512  
 PHONE: 330-788-9811  
 FAX: 330-788-7620



CCL 1351

North: 5403.4011	East : 5654.5012
Line Course: S 89-32-30 E	Length: 182.07
North: 5401.9447	East : 5836.5654
Line Course: S 00-21-25 W	Length: 184.22
North: 5217.7282	East : 5835.4177
Curve Length: 83.77	Radius: 439.93
Delta: 10-54-35	Tangent: 42.01
Chord: 83.64	Course: S 84-40-13 W
Course In: S 00-07-30 W	Course Out: N 10-47-05 W
RP North: 4777.7993	East : 5834.4579
End North: 5209.9589	East : 5752.1385
Curve Length: 74.25	Radius: 389.93
Delta: 10-54-38	Tangent: 37.24
Chord: 74.14	Course: S 84-40-18 W
Course In: N 10-47-01 W	Course Out: S 00-07-37 W
RP North: 5593.0030	East : 5679.1825
End North: 5203.0740	East : 5678.3185
Curve Length: 39.51	Radius: 25.00
Delta: 90-33-10	Tangent: 25.24
Chord: 35.53	Course: N 44-31-13 W
Course In: N 00-12-12 E	Course Out: N 89-14-38 W
RP North: 5228.0738	East : 5678.4073
End North: 5228.4037	East : 5653.4094
Line Course: N 00-21-25 E	Length: 175.00
North: 5403.4003	East : 5654.4997

Perimeter: 738.82 Area: 35,031.33 sq. ft. 0.8042 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0017	Course: S 63-38-32 W
Error North: -0.00076	East : -0.00154
Precision 1: 434,600.00	



CCL 1352

North: 5403.8011      East : 5604.5027  
Line Course: S 00-21-25 W Length: 175.00  
North: 5228.8045      East : 5603.4125  
Curve Length: 39.12      Radius: 25.00  
Delta: 89-39-37      Tangent: 24.85  
Chord: 35.25      Course: S 45-17-11 W  
Course In: N 89-32-37 W      Course Out: S 00-07-00 W  
RP North: 5229.0036      East : 5578.4133  
End North: 5204.0037      East : 5578.3624  
Line Course: N 89-32-30 W Length: 502.73  
North: 5208.0252      East : 5075.6485  
Curve Length: 41.54      Radius: 125.00  
Delta: 19-02-27      Tangent: 20.96  
Chord: 41.35      Course: S 80-19-23 W  
Course In: S 00-09-23 E      Course Out: N 19-11-50 W  
RP North: 5083.0256      East : 5075.9897  
End North: 5201.0747      East : 5034.8871  
Curve Length: 47.83      Radius: 25.00  
Delta: 109-36-40      Tangent: 35.45  
Chord: 40.86      Course: N 54-23-13 W  
Course In: N 19-11-33 W      Course Out: N 89-34-53 W  
RP North: 5224.6852      East : 5026.6685  
End North: 5224.8678      East : 5001.6691  
Line Course: N 00-38-10 E Length: 183.75  
North: 5408.6065      East : 5003.7091  
Line Course: S 89-32-30 E Length: 600.81  
North: 5403.8004      East : 5604.4999

Perimeter: 1590.78 Area: 120,379.06 sq. ft. 2.7635 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0029      Course: S 76-27-59 W  
Error North: -0.00067      East : -0.00280  
Precision 1: 548,544.83

DEDICATION

North: 5201.0745	East : 5034.8876
Curve Length: 38.29	Radius: 125.00
Delta: 17-32-55	Tangent: 19.29
Chord: 38.14	Course: S 62-01-42 W
Course In: S 19-11-50 E	Course Out: N 36-44-45 W
RP North: 5083.0255	East : 5075.9902
End North: 5183.1877	East : 5001.2069
Line Course: N 00-38-10 E	Length: 41.68
North: 5224.8651	East : 5001.6696
Curve Length: 47.83	Radius: 25.00
Delta: 109-36-40	Tangent: 35.45
Chord: 40.86	Course: S 54-23-13 E
Course In: S 89-34-53 E	Course Out: S 19-11-33 E
RP North: 5224.6825	East : 5026.6690
End North: 5201.0720	East : 5034.8876

Perimeter: 127.79 Area: 357.07 sq. ft. 0.0082 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0026 Course: S 00-58-05 W

Error North: -0.00258 East : -0.00004

Precision 1: 49,153.85

**DRESCHER & ASSOCIATES**  
PROFESSIONAL LAND SURVEYORS  
5250 SOUTH AVENUE  
YOUNGSTOWN, OHIO 44512  
PHONE: 330-788-9811

CANFIELD CITY LOT No. 1351

CITY OF CANFIELD, MAHONING COUNTY, STATE OF OHIO

Known as being Canfield City Lot No. 1351 in the Replat of Canfield City Lot No. 1351 and part of Outlot No. 13 in said City of Canfield as found recorded in the Mahoning County Record of Plats at Volume \_\_\_\_\_, Page \_\_\_\_\_ and being further bounded and described as follows:

Said Canfield City Lot No. 1351 has a combined frontage of 197.53 feet along the northerly Right-of-Way line of Brookpark Drive (50-foot Right-of-Way); And extends back a distance of 175.00 feet along its westerly side said westerly side being the easterly Right-of-Way line of Glen Oaks Drive (50-foot Right-of-Way); And extends back a distance of 184.22 feet along its easterly side; And having a rear line distance of 182.07 feet.

As shown on said Replat.

Deed Reference: William C. Bartels Trustee of the Connie Y. Bartels Revocable Grantor Trust  
O.R. Book 5991, Page 1826

**DRESCHER & ASSOCIATES**

*PROFESSIONAL LAND SURVEYORS*

5250 SOUTH AVENUE

YOUNGSTOWN, OHIO 44512

PHONE: 330-788-9811

CANFIELD CITY LOT No. 1352

CITY OF CANFIELD, MAHONING COUNTY, STATE OF OHIO

Known as being Canfield City Lot No. 1352 in the Replat of Canfield City Lot No. 1352 and part of Outlot No. 13 in said City of Canfield as found recorded in the Mahoning County Record of Plats at Volume \_\_\_\_\_, Page \_\_\_\_\_ and being further bounded and described as follows:

Said Canfield City Lot No. 1352 has a combined frontage of 631.22 feet along the northerly Right-of-Way line of Brookpark Drive (50-foot Right-of-Way); And extends back a distance of 183.75 feet along its westerly side said westerly side being the easterly Right-of-Way line of Cardinal Drive (37-foot Right-of-Way); And extends back a distance of 175.00 feet along its easterly side said easterly side being the westerly Right-of-Way line of Glen Oaks Drive (50-foot Right-of-Way); And having a rear line distance of 600.81 feet.

As shown on said Replat.

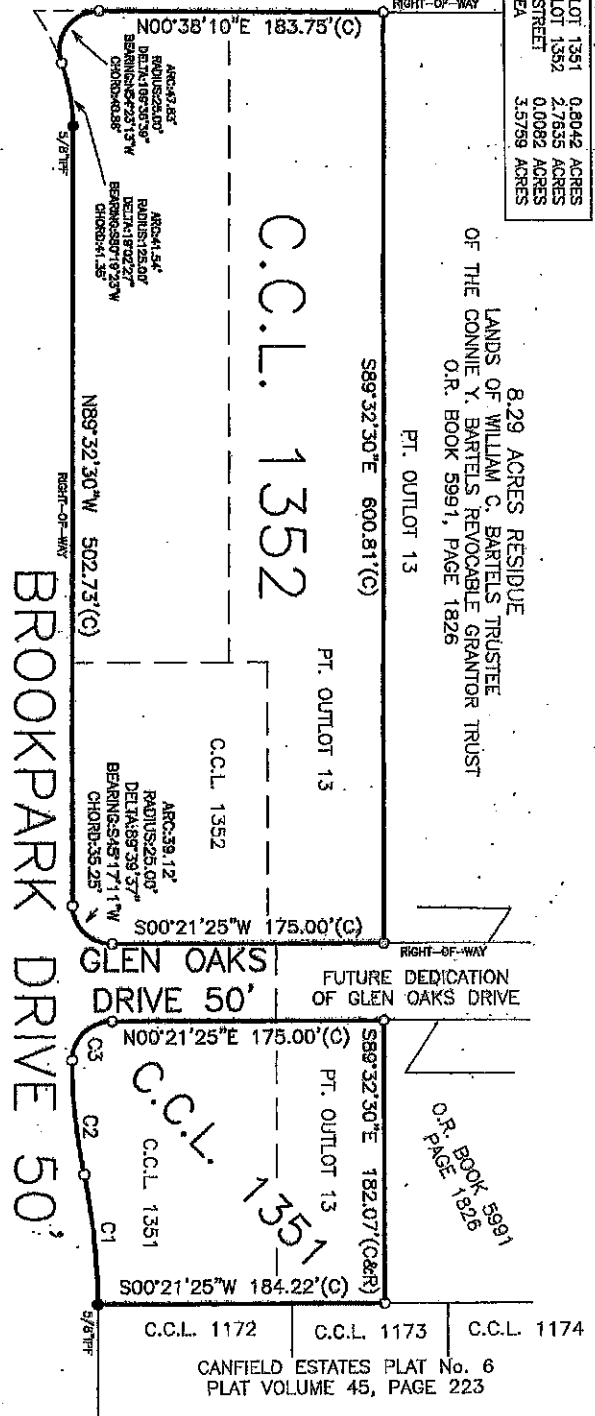
Deed Reference: William C. Bartels Trustee of the Connie Y. Bartels Revocable Grantor Trust  
O.R. Book 5991, Page 1826

AREA IN LOT 1351 0.8042 ACRES  
 AREA IN LOT 1352 2.7535 ACRES  
 AREA IN STREET 0.0082 ACRES  
 TOTAL AREA 3.5759 ACRES

8.29 ACRES RESIDUE  
 LANDS OF WILLIAM C. BARTLETS TRUSTEE  
 OF THE CONNIE Y. BARTLETS REVOCABLE GRANTOR TRUST  
 O.R. BOOK 5991, PAGE 1826

**CARDINAL DRIVE 37'**

PLAT VOLUME 80, PAGE 216



AZIMUTH BASED ON  
 WEST LINE CANFIELD ESTATES PLAT 6  
 BEARING: S00°21'25"W

**LEGEND**

- - IRON PIN FOUND
- - 5/8" IRON PIN SET 30" IN LENGTH W/ CAP RS-7380"
- (R) - RECORD DISTANCE
- (M) - MEASURED DISTANCE
- (C) - CALCULATED DISTANCE



**CURVE TABLE**

Curve	Bearing	Distance	Chord	Radius	Delta
C1	ARC:83.77°	RADIUS:439.93'	DELTA:10°54'35"	BEARINGS:84°40'13"W	CHORD:83.64'
C2	ARC:74.25°	RADIUS:388.93'	DELTA:1°54'38"	BEARINGS:89°40'13"W	CHORD:74.14'
C3	ARC:39.51°	RADIUS:25.00'	DELTA:50°33'10"	BEARINGS:44°31'15"W	CHORD:33.55'

REGISTERED SURVEYOR  
 WILLIAM C. BARTLETS



REPLAT OF  
 CANFIELD CITY LOT No.s 1351 & 1352  
 PLAT VOLUME 55, PAGE 20  
 & PART OF OUTLOT No. 13  
 CITY OF CANFIELD  
 MAHONING COUNTY  
 STATE OF OHIO

As witness our (my) hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

OWNERS: WILLIAM C. BARTLETS

Before me, a Notary Public in and for said County, Personally appeared the above signed William C. Bartlets Trustee of the Connie Y. Bartlets Revocable Grantor Trust 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 (his or her) own free act and deed.

As witness hereof and have hereunto set my hand and affixed seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC

APPROVED BY THE CANFIELD CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
 CHAIRMAN \_\_\_\_\_ PLANNING DIRECTOR \_\_\_\_\_  
 ENTERED FOR TRANSFER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
 MAHONING COUNTY AUDITOR \_\_\_\_\_

Received for Record on the \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock  
 Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_ of the Mahoning County Record of Plats,  
 On the \_\_\_\_\_ Day of \_\_\_\_\_, 2023.  
 MAHONING COUNTY RECORDER \_\_\_\_\_

I do hereby certify that I have surveyed the area and prepared the plat shown hereon, that said plat is correct and that all corner monuments as shown are in place.

We (I) William C. Bartlets Trustee of the Connie Y. Bartlets Revocable Grantor Trust owner(s) of the lands indicated on this plat do hereby manifest our approval of the subdivision shown and consent to the same for open spaces as shown hereon to the public forever. We further certify that the plat is correct and that the subdivision of the Mahoning County record of deeds and that all Monuments as required by Subdivision Regulations will be placed.

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

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

A MOTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT ON BEHALF OF  
THE CITY OF CANFIELD AND CANFIELD LOCAL SCHOOL DISTRICT  
REGARDING SCHOOL SAFETY OFFICERS

WHEREAS, the Council of the City of Canfield desires to enter into an Agreement with the Canfield Local School District (CLSD) regarding School Safety Officers; and

WHEREAS, the City of Canfield and the Canfield Local School District have negotiated the terms of an agreement regarding school safety officers effective August 17, 2023 through May 30, 2024.

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 Canfield Local School District (CLSD) 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 deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

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

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

Certification of Publication

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

\_\_\_\_\_.

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

APPROVED AS TO FORM:

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

## **AGREEMENT**

This Agreement is made and entered into this 13 day of September 2023, by and between the **Canfield Local School District** ("CLSD") and **The City of Canfield** with a principal location of 104 Lisbon Street, Canfield, Ohio, 44406 (hereinafter referred to as "City"). In consideration of the mutual covenants and promises contained herein, the parties to this Agreement agree as follows:

**1. General Scope.** CLSD desires to obtain the services of a member or members of the City of Canfield Police Department to perform certain duties as provided herein and as otherwise mutually agreed upon by both parties. All duties performed by the City of Canfield police officer at CLSD ("Safety Officer" or "SO") shall be in accordance with state and federal law, and the Canfield Police Department policies and procedures. The parties to this Agreement acknowledge that the member(s) of the Canfield Police Department performing duties pursuant to this Agreement will, at all times, remain employee(s) of the City of Canfield and shall not be considered an employee or agent of CLSD.

**2. Specific Duties.**

**A. City of Canfield.**

1. SOs will be provided at CH Campbell Elementary School and Hilltop Elementary School on Monday – Friday each week or at time as mutually agreed upon by the parties.
2. SOs will be responsible for law enforcement activities occurring at the school during school hours.
3. SOs will refer to the School Resource Officer any potential delinquent or criminal acts within the Elementary School(s) and/or the community when the Elementary Schools or elementary students are involved. The School Resource Officer will investigate and will consult with the CLSD prior to any charges being filed as a result of such investigation.
4. Searches of a student or a student's locker must be at the direction and control of CLSD. However, in the event that CLSD 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 SO be present during the search.
5. SOs, or designees, 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 consult with CLSD and consider all applicable circumstances involved.

6. SOs will coordinate the scheduling of K-9 sniffs at the school at the request of and in the manner agreed to by school officials.
7. SOs will assist school personnel with the security of school property and facilities during the school day. SO will assist administration with security suggestions and school safety planning.
8. SOs will act as a resource to staff, students and parents on matters related to law enforcement, criminal activity and crime prevention/safety..
9. SOs 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.
10. SOs will monitor the safe arrival and dismissal of students. SO will assist other police officers in enforcing applicable traffic laws on school lots and approaching roadways, if available.
11. Information would be shared between SOs and school officials in accordance with the Ohio Revised Code, the Ohio Administrative Code, Ohio Public Records law and relevant police policies and the Family Educational Rights and Privacy Act ("FERPA").
12. SOs will regularly meet with the superintendent, business manager, building principals and assistants to discuss issues, plans and strategies, to problem solve and to evaluate the SO program from the school's perspective.
13. SOs will perform such other duties as mutually agreed upon by the Superintendent or principals and SO, so long as the performance of such duties is legitimately and reasonably related to the objective(s) of this Agreement, and so long as such duties are consistent with state and federal law and departmental policies and procedures.
14. SO's will also be responsible for securing the school property and perimeters including all areas within the schools, exterior areas and parking areas.

**B. CLSD Duties.** CLSD shall, except as limited by state or federal law, provide the following services to the SOs pursuant to the terms of this Agreement:

1. Inform SOs 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 SO.
3. Promptly surrender any illegal contraband discovered by school officials to the SO.
4. Provide SOs with a private work area of a type and in a location mutually agreed upon by the parties.



**Information Sharing.** The parties acknowledge that communication and information sharing will be essential to the success of the SO Program. In order to facilitate a free flow of information to and from the SOs, 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, FERPA, and relevant Police Department and Canfield Local School policies

**3. Compensation.** The City shall be compensated quarterly. The City shall provide CLSD with a quarterly invoice for its services, delineating the number of regular and/or overtime hours of service provided during said quarter. The "hourly rate" charged to CLSD by the City and shall be the rate of compensation delineated by the terms of the City of Canfield's Collective Bargaining Agreement with the OPBA which is \$35.00 per hour. CLSD shall compensate Canfield within ten (10) days of receipt of each quarterly invoice.

**4. Term of Agreement.** The term of this Agreement shall be from August 17, 2023, 2023 until (i) May 30, 2024. However, either party may terminate this Agreement providing the other party with written notice of at least ninety (90) days prior to its desire to terminate this Agreement.

**4. Entire Agreement/Amendment.** This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein. There shall be no other agreements, warranties, terms or conditions, express or implied, between the parties. This Agreement may only be amended pursuant to a written agreement executed by both parties.

**5. Integration.** This Agreement contains the entire understanding between the parties with respect to the subject matter contained herein. No prior or oral agreements shall be binding.

**6. Governing Law.** This Agreement shall comply with and be interpreted in accordance with the laws of the State of Ohio.

**The City of Canfield**

By:

---

Charles Colucci, City Manager

**Canfield Local School District**

By:

---

Joseph Knoll, Superintendent

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

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

A MOTION TO WAIVE A PORTION  
OF UTILITY CHARGES

WHEREAS, a resident of the City of Canfield has asked City Council to waive a portion of the sewer charges; and

WHEREAS, the City of Canfield will waive the amount agreeable by the Mahoning County Sanitary Engineer, not to exceed \$52.99.

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

Section 1: That the resident at 262 Fairview Avenue will not be responsible for an amount not to exceed \$52.99, on their utility bill.

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

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

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

Certification of Publication

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

\_\_\_\_\_.

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

APPROVED AS TO FORM:

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

Michael Kubitza  
262 Fairview Avenue  
Canfield, Ohio 44406

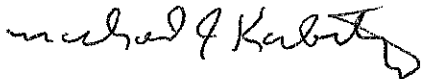
June 17, 2023

City of Canfield  
Attention: Chief Chuck Colucci  
104 Lisbon Street  
Canfield, Ohio 44406

Dear Chief Colucci,

I had two water breaks in the water line that runs outside of my house in our flower garden. One on June 1 and one on June 3. I have repaired the water line brakes. The water line breaks were on the outside of the house and water did not go into the sewer system. I am asking for forgiveness on the sewer charge on this portion of my water bill.

Respectfully yours,



Michael Kubitza

## Consideration of Adjustment Calculation

Michael Kubitza  
262 Fairview Ave

Current Bill	672.05	\$	45,184.00000
Statement Date	8/22/2023		
Billing Cycle Days			
<b>Services</b>	<b>Consumption</b>	<b>\$ per/Gal</b>	<b>Total Charges</b>
FIXED CAPITAL CHG		-	\$ 9.00
STORM WA		-	\$ 24.00
SW	16,151	\$ 0.00968	\$ 156.34
SW SURCHARGE	16,151	\$ 0.00020	\$ 3.23
WA	16,151	\$ 0.01279	\$ 206.57
			<b>\$ 399.14</b>

<b>Adjustment Consideration</b>	
Average per day usage (gals)	<b>89.71</b>
<b>Statement Date</b>	
Billing Cycle Days	90
Adjusted Consumption based on (Avg.Gals/Day x Billing Cycle Days)	8,074

<b>Adjustments Summary</b>			
<b>Services</b>	<b>Consumption</b>	<b>\$ per/Gal</b>	<b>Total Charges</b>
FIXED CAPITAL CHG	-	-	\$ -
STORM WA	-	-	\$ -
SW	(8,077)	\$ 0.00656	\$ (52.99)
SW SURCHARGE	-	-	\$ -
WA	-	-	\$ -
			<b>\$ (52.99)</b>



Introduced By: \_\_\_\_\_

Motion No. \_\_\_\_\_

**MOTION**

A Motion Setting the Date and Time for  
Trick-or- Treat in the City of Canfield for 2023

WHEREAS, Council deems it desirable to set the hours of Trick-or-Treat  
For the City of Canfield for the year 2023;

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

Section 1: The hours of Trick-or-Treat shall be held from 6:00 P.M. to 8:00 P.M. on  
Tuesday, October 31, 2023

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

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

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

**Certification of Publication**

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

\_\_\_\_\_.

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

APPROVED AS TO FORM:

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

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

Motion No. \_\_\_\_\_

MOTION

A MOTION AUTHORIZING THE ATTENDANCE OF AND REIMBURSING LEX CALDER FOR THE REGISTRATION FEE FOR A WORKSHOP RELATING TO AND BENEFITING THE PARKS, RECREATION & CEMETERY BOARD

**WHEREAS**, the Parks, Recreation & Cemetery Board was instrumental is getting A bike playground at Fair Park; and

**WHEREAS**, the International Mountain Bicycling Association (“IMBA”) is holding a two-day workshop on October 11<sup>th</sup> & 12th, 2023 at Cedar City, Utah that teaches the planning, design, building, activation, and promotion of bike trails; and

**WHEREAS**, various bike trails exist, or are being developed in the City of Canfield; and

**WHEREAS**, the Council of the City of Canfield has determined it to be in the best interests of the Parks, Recreation and cemetery Board and the City to have an attendee at the IMBA workshop; and

**WHEREAS**, Lex Calder, a member of the Parks, Recreation & Cemetery Board would like to attend the workshop.

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

Section 1: That the City of Canfield shall reimburse Lex Calder in the amount of \$600.00 for the registration fee to attend the above-referenced IMBA Workshop.

Section 2: That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this council, 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 AS TO FORM:

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



*INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION*

The IMBA Trail Foundations Workshop is two-day intensive workshops that teach participants the recipe for a model community trail system: planning, design, building, activation, promotion, and measuring success. The workshops are led by IMBA staff, trail industry experts, and local stakeholders.

Attendees will learn about the following topics:

- The importance of trails for recreation, economic development, and community health
- The different types of trails and their design considerations
- The process of planning and permitting a trail project
- The techniques of trail building and maintenance
- How to promote and activate a trail system
- How to measure the success of a trail project

The workshops also include field visits to local trails so that attendees can see the concepts they are learning in action.

The IMBA Trail Foundations Workshops are designed for land managers, community officials, recreation professionals, and tourism/economic development staff. They are also a valuable resource for anyone who is interested in learning more about the process of creating great trails.

Here are some of the benefits of attending an IMBA Trail Foundations Workshop:

- Learn from experts in the field of trail development
- Get hands-on experience with trail building and maintenance
- Network with other trail advocates and local officials
- Get the tools and resources you need to create a great trail system.

[IMBA Foundations Trail Workshop](#)  
[IMBA Trail Labs](#)

MINUTES  
CANFIELD CITY COUNCIL  
**PUBLIC HEARING**  
SEPTEMBER 6, 2023- 5:20 P.M.

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

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

Absent: Mike Cook, Zoning Inspector.

An Ordinance Amending Canfield Codified Ordinance Section 1129.09 Regarding Demolition Permit Fees Related to Sheds and Decks.

This public hearing was advertised in the Vindicator on August 13, 2023.

MR. MORVAY: Chief, would you want to comment on that?

CHIEF OF POLICE: Mark is going to do it.

ATTY. FORTUNATO: This emanated from the zoning inspector. We wanted to see a reduction in the demolition permit fee for sheds and decks. Generally, it's \$50.00 for the demolition of any structure. So, we're just modifying subsection (f) of 1129.09 to read the cost of a demolition permit fee is \$50.00, except the fee for the demolition of sheds and decks shall be \$10.00. That's all it is.

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

MR. MORVAY: Thank you, we're adjourned.

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PRESIDENT OF COUNCIL

ATTEST:

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CLERK OF COUNCIL

## MINUTES

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

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

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

Absent: Mike Cook, Zoning Inspector.

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

Under **APPROVAL OF MINUTES**, the MINUTES of the Regular Meeting on August 9, 2023 were approved as presented.

MRS. MACBENN: I understand there was no audio the last time.

MR. MORVAY: It was garbled, yes.

MRS. MACBENN: I did hand-out a hand-out from my Attorney.

MR. MORVAY: I gave Patty a copy, she's going to include that.

MRS. MACBENN: Okay, but it's not in the minutes.

MR. MORVAY: She's going to include it. I just gave her a copy of it.

MRS. MACBENN: Thank you.

MR. MORVAY: You're welcome.

Below is the letter from Joe and Darlene MacBenn's Attorney dated July 12, 2023.

Atty. Mark Fortunato  
3296 Stones Throw Ave.  
Poland, Ohio 44514

Re: City of Canfield  
My Clients: Joe and Darlene MacBenn

Dear Mr. Fortunato,

Please contact me concerning the request by my clients to tap into the water and sewer lines of the City of Canfield for their real estate, lots 7185 and 7195.

It is our wish to enter into a written agreement pursuant to Canfield Ordinances 921.07 and 925.02. I look forward to hearing from you.

Very truly yours,

Gus K. Theofilos

Under **READING OF COMMUNICATIONS:**

MR. TIECHE: The communications I had were primarily verbal. If I had one, I probably had 25 people come up to me and thank Public Works for the great job they did on the clean-up. Kudos!

MR. DRAGISH: Same here.

MR. NEFF: Same exact thing. I probably had at least a dozen people praising how efficiently and our safety forces for pitching in.

MR. DRAGISH: Exactly the same.

MR. NACARATO: I'm in that boat.

MR. MORVAY: I just have some communications and I'll need, Mr. Nacarato to take good notes. It was actually at the Rotary Board Meeting last week. I was approached about the City Green. Although, it's beautiful, we're starting to see signs of not consistency. That was their concern. For example, Farmer's National Bank donated benches, they're blue. Our other benches are silver. We had a blue ribbon going through the gazebo. We have signs here but we're allowed to put signs up, self-standing. That sort of thing. So, the concern was, if there could be a committee or some kind of control of what actually takes place on the Green, what colors, apparatuses, that sort of thing. Judy, I thought of you immediately because I thought you could spearhead something like that.

MR. DRAGISH: I talked to Judy awhile back and that was one of the concerns. The seating and whether it was going to be consistent or not. I remember when Farmer's donated, I said, "Are they going to be blue." I'm quite sure the community will bark at it a little bit.

MR. MORVAY: We should do it sooner rather than later and get sometime in action, so we can control that

ATTY. FORTUNATO: I'm in the process of finalizing an opinion letter about the Green. The legislative authority (Council) has full control over what occurs on public grounds. Whether you want to delegate that to some committee or otherwise. Then you have a Parks and Recreation Board. Ohio Revised Code provides that the legislative authority of a Municipality has control over the public grounds. That is what I characterize the Green to be.

CHIEF OF POLICE: I got two points. One, I'll direct to Chuck, would that conflict with Parks and Rec? Should those considerations be with that Board?

MR. TIECHE: My opinion, if we're having that Board, why have the Board then?

CHIEF OF POLICE: Correct. That's why I asked. I agree.

ATTY. FORTUNATO: We already have that.

MR. TIECHE: If the Parks Board wants to work with a consultant or somebody else, that's probably within their authority, as long as City Council doesn't object.

ATTY. FORTUNATO: I think that's the way it should go.

CHIEF OF POLICE: I got so many big plans. I'm going to meet with Lex tomorrow on the square about things we want to get done, that you guys have mentioned, that I want to see come through. He can bring it back to your board. To rehash the other, the ribbon that you're talking about, that's an isolated event. September is ovarian cancer recognition month. What's pink, November?

FINANCE DIRECTOR: October.

CHIEF OF POLICE: Ovarian Cancer is very near and dear to my heart. That's what that is. To regulate that, I don't know.

MR. MORVAY: This is a concern that was brought up to me.

CHIEF OF POLICE: My opinion is, I would filter that. Ovarian Cancer has hit a lot of people. Breast Cancer has hit a lot of people. That's what that is. The tables, I get it. We talked about that. We would have liked to see red and black for sure. They were donating \$900.00 tables, I get it.

MR. MORVAY: I think, we just need to tighten it up a little bit. Make sure that it goes through Parks and Recreation. If they want to use a consultant like Judy or Anthony, they're welcome to do that.

CHIEF OF POLICE: Judy and I talked, she emails me, text, she has great ideas. She has a great vision of what she would like to see. You would be perfect for Parks and Recreation. I do agree with consistency and making sure that things do go through Parks and Rec. Typically, if I'm going to approve something, I'll make sure you guys are all on board with it.

MR. MORVAY: Okay. The gazebo, purposely there are no gutters because there never was. The rain comes down and goes onto the mulch and then the whole side of the gazebo is dirty.

MR. NACARATO: I'll take that. We are in the process of working with Parks to get a design for landscape around the gazebo. The idea is, we're going to pull that out after the overhang, so that will all be stone. Any water will hit the stone and we won't have that wash back. What is there now, is just to get us through until we get to that point.

MR. MORVAY: Gottcha. That is the concerns that I had. I'll go to Mr. Rapp, our Public Works Superintendent.

CHIEF OF POLICE: Communications.

MR. MORVAY: I'm sorry.

CHIEF OF POLICE: I confirm from an outside source, my much better half, that the audio is working. We also have back-up; which I see is working. Unfortunately, technology does fail at times. That's what we ran into. We had a long discussion about it. It's unfortunate that it happened. Going back to that storm, when I drove in that morning on South Broad, it reminded me of when we had the tornado on Herbert, Blueberry, Sandstone, Topaz, and Jade area. It reminded me completely of that but more widespread. It highlighted that our systems approach of how we handle problems worked. It starts with the calls coming in and they make their calls to John and his crew. They know what to do. They know when they're in over their head. We get outside help. What these guys did with the Fair coming up was short of amazing. We had some people concerned about our streets because of all the heavy equipment that was in there but they're removing some of the trees that were full size trees and branches that looked like trees. You guys all saw it. You know what was going on. I'll also say that; City Council played an integral part. We kept communications constantly open. I was in communications with these guys from the beginning to the end. There wasn't one of them that sits up there that wasn't all in and concerned about what was going on. I appreciate everything that they did and their assistance in letting us do what we do. The Fire and Police, a lot of waiting on Ohio Edison. They did have a presence here. They say the squeaky wheel gets the grease, we were crying. We wanted our power back. One of our officers, he was out for 4 days. Great job, John. Thank you and your crew and Ohio Edison and everybody that worked together.

280 Lisbon Street, as I briefed Council, Mahoning County Land Bank did tell us that September 6<sup>th</sup> was the scheduled demo date. However, right after they told us that, their contractor called them and he's several weeks behind and it's going to take a little bit longer. It's on the radar

for end of September or early October. Mike Cook and I are keeping in touch with the Mahoning County Land Bank, making sure that goes down. Just so you know, once it does get leveled, it's going to get graded and it will be like a clover leaf bed. It will be a clear lot. I don't think there are any plans on anybody buying it or building on it. It will be a vacant property.

The 2023 Street Resurfacing Project, the contractor is out today marking curb replacements. Paving should commence mid to late September. Again, it's Millbrook, Sleepy Hollow, and Greenmont. Our alternates that we're going to be doing will be Greasel Park and we're going to do as much as we can on East Main Street. Try to make that better until we get to 2028, which is when the state plans on paving it.

The Indian Lake Waterline Project is scheduled to start September 18<sup>th</sup>. John and his crew will make sure they let people know.

After seeing the renderings of the new IGA Plaza, me personally, I don't know if the owners are going to take offense to this but I renamed it the IGA Recovery Project. They're moving forward. Last night they were in front of Design Review; which was pretty much unanimous approval to move forward with the renderings. The renderings are fabulous. It's going to be special. It's going to be cool. It's kind of motivated council and myself to get other things going on the Green. So, your timing is perfect, Judy. That's moving forward. Everyone is going to like what they got going on and what they potentially have coming in.

From a City Manager search standpoint. We're still searching. We have resumes due into us this week, we'll be looking at that. Hopefully, scheduling interview by the end of September. Hopefully, find and name somebody in October. I've been asked by a few people if I'm stalling this process. I'll choose my language appropriately, no. We're just trying to find the best person to match for the City. That's genuinely what it is. We have to make the best decision we possibly can. With that, comes time. I've talked to a community leader just south of us, they're in a year and a half searching for a city manager. They're trying to make sure they do the same thing. They're trying to make sure that they've got the right person to represent that city in the best way possible. Next, hopefully interviews and finding the right person. That's it.

MR. MORVAY: Chief, can you talk about the SRO, how are we coming on the SRO Contract?

CHIEF OF POLICE: It was in my police report but we can talk about it right now. Currently, we have two police officers in MCCTC, one at Canfield High School, one at Canfield Middle School and one between the two elementary schools. Over the spring and summer, Superintendent Joe Knoll and I worked together a lot to make this happen. We had the idea to have one at each school but we have patrols and if our officer is over at C.H., we'll have somebody at Hilltop. We make up for it when we can. Our Law Director, Mark and the school Law Director, they worked together, we got the contracts all ironed-out. I believe Joe is putting it in front of his board this week. That would be the renewal of our old contract and the new one.

MR. MORVAY: Great. Thank you.



CHIEF OF POLICE: There is an officer at the elementary school.

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

MR. TIECHE: I have a report because somebody gave me the Minutes of the Parks Board. I was not able to be there. Chief or Lex, do you want to comment?

LEX CALDER: Lex Calder, 145 Willow Bend. Chief came and John was there as well, several different pieces of information, we talked about the sign. I was not there for two weeks when the sign thing happened. The Board recommended against putting up a sign and it was put up. At some point, it looks like Council approved that to happen. Our only concern would be, it happened as forgiveness vs. permission, it felt like. It happened and it's like, well, it's up now. It's not as bad as we thought. We thought it was going to be full-color logos and stuff. It's classy, it's got the LED, it's pretty big. Talking about standardization on the Green, people are now saying, you let us put signs up. We're looking at revisiting it in a year to they want to redesign, make a plaque of some sort. For now, it's done. We'll leave it at that.

Anthony Snovak came in from Public Works and was looking at "Wreaths for our Veterans". It is a program, national one and this is a smaller one. We're going to go ahead and do it. There are 100 wreaths available. There will be a ceremony with the Veterans and placing of the wreaths. They will remove it in a couple of months. So, we don't have to do anything. It's just to get permission to do that. The ODNR Rep. Joe Moeglin came in and he talked to us about Tree City USA, which we were supposed to host in 2025. Betty Aberson was okay with moving that out. I think it was Wooster that is having their 50<sup>th</sup> Anniversary and asked if they could do it. We said, that makes sense. I can see why you would want to do that. Our 50<sup>th</sup> Anniversary is in 2031. We made a Motion to suspend and then host in 2027, Tree City USA, that's the plan right now. The Village Green, we talked about that a little bit. Fair Park, I talked with Chief and John, it starts September 11<sup>th</sup>, they will be breaking ground. I know we talked to you guys with access, we're going to have a little area roped off, they won't need that much room. There will be a little parking taken up for it but it should be fine. It will take about 3 weeks to get done.

Street trees, we lost a bunch, you guys did a great job of cleaning up. People in my neighborhood were super happy. Was that pre-planned, the brush collection?

PUBLIC WORKS SUPERINTENDENT: That was an emergency brush pick-up.

LEX CALDER: That's what I thought. We had a problem at Greasel Park because there was a sign thanking Joe Paloski on the actual court. But it's gone. So, that's not an issue. I don't know what happened there. Next will be at the public presentation.

MR. MORVAY: Thanks Lex.

MR. DRAGISH: I had a comment. It's just something he brought up. We talked about the brush pick-up, did we get rid of that brush? There is a reason why I'm asking.

PUBLIC WORKS SUPERINTENDENT: The contractors took theirs away. The city has a site set aside out at Red Gate on a concrete pad where all the chippings and everything and we will chip that up, when we have time, and properly dispose of it.

MR. DRAGISH: I just thought, there is so much brush and so much stuff we had brought, wouldn't it be a great idea to have a huge bonfire. (Laughter)

PUBLIC WORKS SUPERINTENDENT: It's a big mound of chips.

MR. DRAGISH: In my mind, I saw all these trees. (Laughter)

MR. MORVAY: Under Reports, Mr. Neff.

MR. NEFF: I have no report from Planning & Zoning.

MR. DRAGISH: None.

MR. NACARATO: Design Review met last evening. There were several things on our plate but two of the most important things were Farmer's Bank come in front of us for what they're doing. In the design, they mis-measured what would be the top floor, so they needed to add two feet, so they can get their equipment and everything, we were okay with that. As Chuck had mentioned, the big thing is the new IGA Design. All I can say at this point is, the design is beautiful. It's not exactly what our plans were originally but what they're doing is just fantastic. After 12 plus years of looking at that blight.

MR. DRAGISH: 13.

MR. NACARATO: Thirteen. What their plan is, is really going to be a gem for our city.

MR. MORVAY: I personally sit on the Fire District Board. For August, we had a total of 259 calls. We had no fire loss in terms of dollar amount. We transported 117 individuals in the ambulance. The Canfield Fair alone, we had 118 calls over 7 days. They were quite busy. When Chief Tieche was here, he had a slogan and it's kind of carried through. Every time the Fair would come around, he would say, "Everybody is going to go home safe." It's been true. The Fire District does a heck of a job of managing risk when it comes to all the traffic out there, the trailers, the gas that's out there. I really commend them for the job that they do and I can say that everybody went home safe this year. That concludes my report.

PUBLIC WORKS SUPERINTENDENT: Good evening. We already touched on the storm damage. I just want to thank everybody involved, from the top down. Chuck and Christine for all their support, in directing us, getting us whatever we need. Special thanks to the Public Works guys.

Great communication with the police department, fire department. We were all on the same page. It seemed to be seamless. Everything we could ask for just happened. Everybody worked hard. A special thanks to Stride Tree Service. We used them to do some trees. They came out on Sunday with our guys and helped take care of South Broad that day. A special thanks to Baird Tree Service. They gave us 3 days' worth of work. We sent some guys with them. They had some fantastic equipment that just made our lives a whole lot easier. The quick pick-up of the brush, that machine was fantastic.

MR. MORVAY: Is that the claw?

PUBLIC WORKS SUPERINTENDENT: Yes. Things that would have taken us days and days to do, they were able to pick it up, take it, and dispose of it. A special thanks to everybody that helped out. A great team effort. Everything that happens, we learn from it. There was a couple of things that we did learn from it. We'll take from those and hopefully it never happens again. But we should be almost perfect next time.

I want to give you an update on Leaf Pick-Up, it's scheduled to being October 16<sup>th</sup>. We do have help this year. It will make it a lot better. Thank you.

We had a water break today on East Main Street. We had the water off for a couple of hours. That happened right around 10:00-11:00 this morning. I think we were all buttoned up by 2:00pm.

Tank progress: We're about 2 or 3 weeks out from being able to fill that tank up. We were able to change the actuator valve out today; which is the main valve that opens and closes to fill our tank, from our direct feed from the City of Youngstown. That valve, we purchased it two years ago, and we were waiting for this moment and we were ready to go and got it in about 4 hours this morning. Everything is up and running good on our end. The tank looks fantastic. They're putting a second coat of paint on the outside of it. Inside is spotless. The rafter are brand-new. They did a fantastic job. They've got a little bit more to do. They have to let that paint set for about 10-14 days, so it cures. We'll do some bacteria testing and some **BOC** Testing and we should be ready to start filling it and put it back in service. That's all I have.

MR. MORVAY: Thank you, John. Our award-winning finance director, Christine Clayton.

FINANCE DIRECTOR: The July Check Register will be posted next week. On the agenda tonight is a Resolution to accept amounts and rates for the real estate tax collection for Calendar Year 2024. They're the same as they are for the current year; which is 1Mill going to the General Fund and 2 Mills going to the Street CM&R Fund.

CLERK: I'm the zoning inspector tonight.

MR. MORVAY: You kind of look like him.

ZONING INSPECTOR (CLERK): For the month of August, we issued 33 permits for a total valuation of \$572,231.00. One of the permits was for a new house at 31 Lake Wobegon Court. Farmer's Bank will be applying for a 2'8" building height adjustment on top of their previous adjustment. The new building height will be 42'8" and the fire department has no objection to the height.

CLERK: I have no report.

CHIEF COLUCCI: This week, the police will be hosting our annual Fall Festival. It is Saturday, September 9<sup>th</sup>, this Saturday from 4pm to 8pm at the Green. Birdfish Brewing will be there, two vendors. One of the things we talked about last year was trying to get (I know there are people in Canfield with Concession Stands) we were able to get one, a Canfield graduate, who is going to be doing our food stand. We're going to have bounce houses and a live band. The band is called Rolling Boxcar International. Consistent with our desire to get local people involved, one of the residents from this band, some of you may know him, plays in the band. We're excited for him and the following that he's going to bring. We'll have some of our normal games down there like, Connect 4, Tic Tac Toe and there is also going to be a pumpkin tent that we'll set up where children can decorate pumpkins and enter them in a contest. Everything is going to be at our new awesome gazebo. If you don't have plans on Saturday, from 4 to 8, we're trying to get the word out, we're trying to publicize it. We needed that a long time ago. When we started this, we wanted it to be a springboard for something bigger. This will lead into a report that Mark will have. He can fill you in on what he's doing and I'll let you know what we're doing. Our intention is to declare the square a Revitalization District, through the State. Right now, we're like really preliminary into this. We still got a lot of questions. Do you want to share?

ATTY. FORTUNATO: No, that's pretty much it. We're just digging into this. We have counsel in Columbus, working for the Ohio Department of Liquor Control is going to guide us through that process in terms of available liquor permit options, etc. We're just starting the process.

CHIEF OF POLICE: The IGA Recovery Project has, I think, people out of curiosity and interest because I've had 2 or 3 businesses on the Green that I've been talking to consistently about new ideas, different things we can do, moving forward and hopefully drawing new business. I really think that, that plaza is going to be a great step in the right direction. Mark and I will keep you up to date, while working together with you and your concerns and desires on what this looks like. That's step 1-the revitalization district.

Last night, unfortunately, Frank brought this up earlier, I know we caught your ear because it is in your neighborhood but just this morning, it was like 2:00 am, 3:00am or 4:00am our police got called to the area of Overbrook and Garwood. We only had 2 car break-ins but a resident saw two people in ski masks and all dark clothing, going car to car. We got the call, we got over there, they had got into two cars. Our detectives were out all day looking at video on home surveillance. Right now, they're working on it. Our Mission Statement talks about a partnership with the community, I'm so happy they called before we had way more victims. We talk about

it every year. If you leave your cars in your driveway make sure you lock them. I know we live in a safe town but I always encourage you to lock your cars. They're not breaking windows. They're just pulling handles to see what cars are open and quickly grab. Last night they got a MacBook Pro and Apple ear buds.

MR. DRAGISH: Since that happened at a late hour, there isn't many people driving through town at that time, the stuff that we have at ends of town, is that able to pick up information?

CHIEF OF POLICE: Flock, they're utilizing that. Canfield Fair, personally, I want to thank Sheriff Jerry Greene, Lieutenant Eric Brown from the Highway Patrol and Chief Bill Arnaut-from the Fairground Police, we were constantly on the phone with each other, constantly planning ahead of the Fair. Jerry Greene, pretty much and his crew, oversaw the entire event. I thought they did a fantastic job. The communications were excellent. Sgt. Modic from our police department, a lot of people know or are concerned about what goes on inside the Fairgrounds and how much police presence is in there, what are we doing, but there is a lot that goes on around the Fairgrounds too. Traffic control is one but I don't even want to hire a police officer if they're not a proactive police officer. Proactive policing, I believe is what keeps this town so safe. Sgt. Brett Modic made a traffic stop Sunday night. There were (2) 17-year old and (1)18-year-old. They were smoking marijuana, they gave up the marijuana right away. They found two loaded guns in the car, that they were carrying. In full disclosure, they were on their way to the Fair. So, we stopped two loaded guns from going into the Fairgrounds. When I'm walking through there, I'm wondering who has a gun. You can see where the crowd congregates. Hats off to Sgt. Modic. We have a long list of proactive arrests that our cops have made outside the Fairgrounds. We're not going to even let them think about doing anything in our city, when they come visit us or our awesome Fairgrounds.

School Resource Officer, we gave that update.

Rocky, we tried to keep everybody up-to-date on Rocky, our police K-9 on Facebook and I certainly let Council know what was going on. Rocky is home. Probably in 2 or 3 more weeks, he should be able to work the road. He developed a large tumor inside his intestine, we had to get him over to Akron Metropolitan Hospital, where they did an amazing job. It wasn't about the money but they cut us a huge break because he was a police dog. They did an amazing job saving Rocky's life. He was in a bad situation. They got the tumor out. We don't know if it was cancerous yet. Rocky is at home with his handler. He should be able to work the road soon.

City Manager Report: Sawmill Creek, that project came in way under our estimate. That's a really good thing. Right now, MS is reviewing the bid specs to make sure it's consistent with the work that they scheduled to be done. They'll give us the approval but that's really going to help the city out. We're still working on a loan.

FINANCE DIRECTOR: Steve and I have been working on a loan application for the remaining portion we need to pay for.

CHIEF OF POLICE: That is partially funded by a FEMA Grant which was around 1.4 million. We're going to pay the rest. Once we get that worked out, there is a good chance that the end of November or early December that project commences. Overbrook, only 1- or 2 more-weeks remaining weather depending. They're working on the storm sewer right now. Then they'll follow up with some touch-up work on landscaping that goes on around it. Sawmill is a big project and hopefully by the end of November or early December. That's it.

MR. MORVAY: The Indian Lake Water Replacement Project is that done?

CHIEF OF POLICE: It's scheduled to start September 18<sup>th</sup>.

MR. MORVAY: Counselor, anything to add?

ATTY. FORTUNATO: Not much. We are working on a ton of Ordinances right now, solar panels, charging stations, expanding allowable uses in the R/O District, as the Chief indicated, we're working through the final steps of the SRO Agreements. Then the revitalization district. We've been busy.

MR. MORVAY: There is probably a timeline on that revitalization, if you want to put anything on the ballot.

ATTY. FORTUNATO: Correct.

MR. MORVAY: That concludes the reports. I'm going to ask Council if there are any questions or concerns. Hearing none. Residents, any questions or concerns?

FRANK MICCHIA: Good evening, Frank Micchia, 220 Glenview. In regard to the SRO's, we now have 5. We have money coming into the city to support those 5, from the schools and MCCTC.

ATTY. FORTUNATO: And the township.

FRANK MICCHIA: Yes, and the township. We're going to get so much money coming in for the year. My question is, when we have that agreement, how much is it going to cost the city because the money we're getting from the schools, township and MCCTC does not cover all the expenses the city is going to pay those resource officers. My question is, what is the difference between X and Y? Could we make that part of the agreement, so the citizens know how much money is coming out of their pocket for the SRO's? Let me be clear, I'm in favor of SRO's. I believe we need them. I think we're a little thin on the grade schools right now but we should know how much is coming out of the citizens pockets for those. As I said before, I think the people who are using these, should pay for the full cost. It's probably hard to get there. But that's my opinion, we should charge them for the whole cost of the resource officer.

MR. MORVAY: Duly noted.

MR. MORVAY: Anybody else who has a question about these particular reports? Hearing none.

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

MR. MICCHIA: Frank Micchia, 220 Glenview. There has been some discussion about combining Canfield and Boardman Fire Districts.

Let's look at that. The Canfield Fire District operates like a well-oiled machine. The personnel are skilled and well trained. The response time is excellent. We have strategically located 3 units in the township. Our equipment including 4 ambulances has served us well. We have supported the district financially. Many dollars have been spent upgrading our state-of-the-art dispatch and communications system.

The Canfield Fire District has approximately 15,000 people. The City of Canfield is about one half of that. Boardman has 40,000. Do they have funding, equipment, or coverage issues in their system which Canfield may have to support? How would this change affect district personnel leadership and seniority?

Why would we want to dilute our district's capability? Where would most of the effort go? Who has priority? Do we want to risk losing the service we now get? Currently, if your insurance does not cover ambulance service, there is no charge. Would that continue?

Eventually, this issue may come before council. It may not be in the immediate future.

Should it come to that, it must be on the ballot for all citizens to weigh in. It is a major issue affecting all Canfield residents.

If it ain't broke, don't fix it. This does not pass the smell test.

MR. MORVAY: If I could just comment, Frank because I sit on the Fire District. We started this conversation with Boardman. First of all, they have a problem with ambulance over there. Our comment to Boardman was, you know we quit doing mutual aid for the EMS over there. It wasn't fair to our citizens. We're asking our citizens to pass levies to have this equipment, to have this service and we weren't getting that in return. They don't EMS. So, the discussion started and it was hey, look, we're not going to solve your problem but you come to us with an idea that our mutual benefit is greater than our mutual cost is right now and we'll listen. If you look at the numbers; which we've been studying these. We've put it together. We've had outside sources look at it already and it makes a lot of sense to regionalize, to combine. It's economies of scale. It does make a lot of sense. There is a tremendous amount of funding. Boardman would have the same millage assessed on them as we have here in Canfield. We would be able to combine equipment, combine services and it would actually be better, in our opinion. Right now, as we're looking at it, that's what we're looking at. This is going to take some time to get through all the tape. You've got unions, you got individuals, townships, cities. It's being looked at. It's a possibility of expanding our service, not diminishing it. Sitting on the

Fire District, that's the only reason I would be in favor of it, if it expanded our services and reduced our costs. Just my comments.

MR. TIECHE: You say you have financial information that you've been looking at and the district has been looking at it. Can you provide me with all the financial information you got, so I can take a look at it?

MR. MORVAY: Yes.

MR. TIECHE: As of right now, I'm with what Frank said.

MR. MORVAY: I will go a step further. I would encourage you, when we do have these public meetings to get involved. You will have the information.

MR. TIECHE: I will sure be doing that. I'd like to see what you've got in hard copy before I start asking dumb questions or uninformed questions.

MR. MORVAY: You got it.

LEX CALDER: Lex Calder, 145 Willow Bend Drive. As we know, I like biking and I've got ideas. Right now, I've got a project to go through with no experience or any idea what I was doing. What I've been looking into working with IMBA (International Mountain Biking Association) working with their community outreach director. She has taken a very particular interest in what I'm trying to do. It has me steered to really good ways to apply for grants from both national and private organizations for both urban trails on streets, along with bike trails and connectors as well. I met with John from Mill Creek and I was hoping to do the connector with them but what I didn't know as part of their Charter they can't do anything materially or financially to land they don't own. The connector I want to build is not going to happen. This IBA has a 4-part series workshops that they put on. The first one is called "The Foundations." You learn about how you build trails, the basic overview. The next one is "Trail Care" which is how you maintain after you build it. Then there is "Trail Accelerator Workshops" which is going to be the development while actually getting money from other places. They have their own Trail Accelerator Grants to help get funding started. They basically donate expertise, etc. Then Trail Management Schools which is a deeper dive into more complex flow trails. Where you're actually building and not just clearing brush. Also, the Rust Belt Trail Coalition Board; which is the local IMBA Chapter and they only have \$4,200.00, right now, after we paid out insurance. They were not able to help offset with this trip that I'm going to go on. But October 10<sup>th</sup>-12<sup>th</sup>, the IMBA Foundations Program which would give me a better idea of what I'm doing, as I continue to try to work with Chief, Parks and Rec and the City, to help make it a bikeable community. It cost \$600.00 for registration. I've already got flights, I've got hotel mostly covered, there is car rental and bike rental; which is what the Rust Belt might cover. We talked about it at the Parks and Rec Department and the 4 of us there, we didn't make a Motion, I'm not sure how this works, but they supported the idea of offsetting that \$600.00 registration fee. It's not for my personal benefit. I'm doing it directly for what I'm doing with the Parks and



Recreation Department. I'm going to go either way. But it would really help me, if I didn't have to pay that \$600.00. That's really what I'm asking for. This is the (inaudible) that particular portion of it. I can show you the link if you want to see more about the 4-part series and what it does. I think it will pay itself back in spades if we can use someone internally that can pro bono. As part of the project, go through this planning procedure and be able to present it in a way that makes sense, rather than relying on outside sources. That's my ask to you guys. I'm not sure how that works. I'm putting it out there. As a citizen of the City, obviously a father of kids that are going to be here for a long time and the Parks and Rec Board exempt member, I'm going to be in this position.

CHIEF OF POLICE: When do you need to know?

LEX CALDER: I paid it, so whenever. October 10<sup>th</sup> is when we go. I don't need a specific time.

FINANCE DIRECTOR: They don't have money in the budget. They didn't ask for anything when we did the budget in March.

CHIEF OF POLICE: A budget adjustment at the next meeting.

LEX CALDER: Do we have to make an official motion?

CHIEF OF POLICE: Because it's not in the budget.

LEX CALDER: The General Fund is what we get and you have to ask for it.

FINANCE DIRECTOR: You have to ask for a budget on anything you want to spend. The Parks Board asked for nothing this year. So, I didn't put anything in.

LEX CALDER: Now I know the procedure, you know what my motivation is, we'll have an official motion.

MR. MORVAY: Counselor, we can approve that, right?

ATTY. FORTUNATO: We'll have a motion on the agenda.

MR. MORVAY: Contingent that we move some funds.

ATTY. FORTUNATO: I think we do it at the next meeting.

MR. MORVAY: Right.

CHIEF OF POLICE: If it's approved. Chris it will work?

FINANCE DIRECTOR: Yes. I have to make sure it's an allowable expense.

CHIEF OF POLICE: That's where I was going. If it is, it will be on the agenda.

MR. MORVAY: Next on the list is Mrs. Palermo.

JUDY PALERMO: My name is Judy Palermo and I live at 90 Savannah Court. I've been a resident of Canfield my whole life. I'm passionate about how my community looks, especially the heart of our city, the Village Green. I'm sure you would agree that the Green emulates the quintessential Main Street, USA feel, if you will. Between the Township Building, the Dispatch, the WPA Building, the Court house and our new gazebo, they all have a similar visual aesthetic when Canfield was founded in the 1800's. In my opinion, in order to maintain that quintessential and classic look, anything profit or non-profit, purchased or donated, for the Green should adhere to the same basic design. In this particular case, I'm speaking of the blue steel picnic tables that are placed right outside our beautiful new gazebo, as well as non-profit organizations getting permission to place signs and ribbons around the perimeter of the Green, including ribbon weaved into the new gazebo. I believe in the causes of the non-profits but there can certainly be ways to market the organizations by following guidelines that don't compromise the look of our Green. Even if structures are donated or if non-profit organizations ask to place signs and ribbons on the Green, that shouldn't necessarily mean that the city should allow it or to accept the structure that is not cohesive to the existing façade. Perhaps, a solution would be to ask the non-profit entity if they could work with our various advisory boards, city council or volunteers, like myself, so whatever is being allowed on the Green blends with the original aesthetics. The style and the color of these blue picnic tables would be better suited next to a children's playground in one of our parks. I'm asking council to consider moving them where they would look best and stick to structures that keep our Green visually cohesive I'm also asking, if a non-profit organization asks to market their cause, that they do so with a smaller footprint, that reflects the simplicity of our Green. My goal and the reasons behind my passion to volunteer is to progressively move ahead and to keep Canfield Canfield.

MR. MORVAY: Thank you, Judy. I don't have anybody else on the list but if anybody else would like to appear. Hearing none.

CHIEF OF POLICE: Last night, I had the opportunity to sit in the Design Review, there is one thing I saw that is probably lacking and consistent in where Judy is going, we probably need, I'm always in a police mindset, at the PD we have policies and procedures, the city building we implemented policies and procedures, we probably need some guidelines through the Parks Board that are going to address your concerns because I agree with them. Design and Review, we probably need standards.

MR. NACARATO: We've been working on standards for Design Review.

CHIEF OF POLICE: Maybe I can help push along. It makes the most sense. I know what you're saying. If not, it's a free for all.

Under **OLD BUSINESS:**

ITEM A: An Ordinance Amending Canfield Codified Ordinance Section 1129.09 Regarding Demolition Permit Fees Related to Sheds and Decks.

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

MR. NACARATO: Second.

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

MR. TIECHE: Mr. President, I have an Ordinance Amending Canfield Codified Ordinance Section 1129.09 Regarding Demolition Permit Fees Related to Sheds and Decks. I move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Chief, I know we had a public hearing, if you want to add anything.

CHIEF OF POLICE: The intent of this is to help our residents out. Not only do they have to get a permit through us, they have to go down to the Mahoning County and pay for a permit. So, they're going to pay the demolition and the permit fees. This is just a way to help our residents.

MR. MORVAY: Great. Council any questions? Hearing none. Residents any questions? Hearing none.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2023-32.

Under **NEW BUSINESS:**

ITEM A: An Ordinance to Approve and Adopt the Current Replacement Pages to the Codified Ordinances.

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

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes -No  
Motion passes.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

MR. NEFF: Mr. President, we have an Ordinance to Approve and Adopt the Current Replacement Pages to the Codified Ordinances. We move for passage.

MR. NACARATO: Second.

MR. MORVAY: Patty why do we do this?

CLERK: Annually we pass Ordinances and Resolutions and different types of legislation. We make changes to our code of ordinances. We have both the printed version and the online searchable version of our codified ordinances. This ordinance will approve all the changes as a result of those ordinances and changes from the state and adopt replacement pages into both printed and electronic form.

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

ROLL CALL ON ORDINANCE:

5 Votes-Yes  
0 Votes-No  
Ordinance passes.  
Ordinance 2023-33.

ITEM B: An Ordinance Waiving the Sign Permit Fee for the American Legion Post 177.

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

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

MR. DRAGISH: Mr. President, I have an Ordinance Waiving the Sign Permit Fee for the American Legions Post 177. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Chief, we've discussed this before. Is there anything that you wanted to add?

CHIEF OF POLICE: No.

ATTY. FORTUNATO: I would like to add that beware of the precedent that you set.

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

ROLL CALL ON ORDINANCE:

5 Votes-Yes  
0 Votes-No  
Ordinance passes.  
Ordinance 2023-34

ITEM C: A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor.

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 provision 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. NACARATO: Mr. President, I have a Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor. I move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Mrs. Clayton, why would we do this?

FINANCE DIRECTOR: By Ohio Revised Code we have to approve it. The County Auditor's estimates for the amounts that we'll get next year, I have 1 mill going to the general fund and they're estimating that to be \$239,300.00. Then 2 Mills going to the Road and Bridge Maintenance Fund and that's \$478,600.00, that we'll collect through real estate taxes for next year.

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

ROLL CALL ON RESOLUTION: 5 Votes-Yes  
0 Votes-No  
Resolution passes.  
Resolution 2023-04.

ITEM D: A Motion Accepting the water and sanitary utilities for the land development plan known as Millennial Moments-Phase 2, Millenary Way, Only Located within the Millennial Moments JEDD Territory.

MR. MORVAY: As per the provision 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. NACARATO: Second

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. TIECHE: Mr. President, I have a Motion Accepting the water and sanitary utilities for the land development plan known as Millennial Moments-Phase 2, Millenary Way only, located within the Millennial Moments JEDD Territory. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Do you want to brief us?

CHIEF COLUCCI: There is no easy way to explain it. As a part of the Millennial Moments JEDD Economic Development Agreement with Canfield Township. The City is to provide the development with water and sanitary sewer. The developer has installed the necessary water and sanitary infrastructure. It's to service phase 2 of the plan development. The city must accept the water and sanitary sewer infrastructure and all associated right of ways and utility easements. The acceptance of this infrastructure allows the city to assume ownership and provide all the necessary operations and maintenance. This Motion accepts the water and sanitary sewer utilities and associated right of ways and utility easements for phase 2 for the land development known as Millennial Moments. This acceptance is contingent upon the developer posting a maintenance bond for an amount equal to 10% of the total cost. They did post the bond.

FINANCE DIRECTOR: I have it.

CHIEF OF POLICE: MS, we did hire consultants to inspect the work that was being done. Everything was to spec. MS signed off on it.

MR. TIECHE: Are the easements within the street right of ways or are these in unpaved areas where the water and sanitary sewer lines are? My concern is, if they're not in the roadway easement, and we've got maintenance involved in there, we might not be able to get equipment back in there, to do the required maintenance.

CHIEF OF POLICE: We believe, yes, they are within the easements. We'll confirm that.

MR. TIECHE: Within the street.

CHIEF OF POLICE: Yes.

MR. MORVAY: Residents, questions? Hearing none.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.  
Motion 2023-14.

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

MR. MORVAY: As per the provision 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. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes  
0 Votes-No  
Motion passes.

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

MR. DRAGISH: Second.

MR. MORVAY: Chief, you want to brief us, please.

CHIEF OF POLICE: If you all recall, you approved this in the past. There have been a few minor changes. Nothing to do with compensation. It was just all language changes, making it more consistent with the police union contract and city salary ordinance. There were so many changes made inside this contract compared to the first contract. Some of the changes were typos. Some of the changes were consistency with current city language. Nothing that you've already agreed to as far as a compensation standpoint has been altered or changed.

MR. TIECHE: Basically, this contract is comparable to the preceding contract and other employee contracts?

CHIEF OF POLICE: Yes.

MR. TIECHE: Thank you.

CHIEF OF POLICE: It's stuff as minor as vacation or sick leave. Not a thing to do with compensation.



MR. TIECHE: I was reading through the contract and I thought, to really need to look at the others and I thought, I'll just ask the question.

CHIEF OF POLICE: Until you sit down and look at them both, they are so uniquely different. We're the same city, we're the same group, it didn't need to be that way.

MR. MORVAY: Resident's questions? Hearing none.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes
	Motion 2023-15.

MR. MORVAY: Next, I'm going to ask Mr. Nacarato to get us into Executive Session. When we come back out, we will not be taking action but if you want to stick around, that's fine.

CHIEF OF POLICE: Can I interrupt?

MR. MORVAY: Yes.

CHIEF OF POLICE: Steve Preston from MS did confirm that it's within the right of way.

MR. NACARATO: Mr. President, I have a Motion to adjourn into Executive Session pursuant to Ohio Revised Code Section 121.22 (g) (1) and (g) (4) to consider employment issues including hiring and compensation and collective bargaining negotiations. I move for passage.

MR TIECHE: Second.

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

Council convened into Executive Session at 6:37 pm.

Council reconvened from Executive Session at 7:46pm

Mr. Tieche made a motion to adjourn

Mr. Neff seconded the motion

Council adjourned at 7:48pm.

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PRESIDENT OF COUNCIL

ATTEST:

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CLERK OF COUNCIL