

AGENDA

CANFIELD CITY COUNCIL
REGULAR MEETING
January 5, 2026-5:30 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 Enter Into A Contract with MS Consultants, Inc. for Engineering Services Related to the Glenview Road Culvert Replacement Project and Declaring an Emergency.

Description: This Ordinance is for engineering services for the Glenview Road Culvert Replacement with MS Consultants.

Action Needed: Passage of this Ordinance

Attachment(s): Agreement for Engineering Services

- B. An **Ordinance** Declaring Surplus Property and Authorizing its Disposal.

Description: When it is determined that certain vehicles or equipment are no longer useful to, or needed by the City, Council must declare the item(s) as surplus and authorize the disposal of the items. This vehicle a 2009 Dodge Avenger was the zoning inspector's car.

Action Needed: Passage of this Ordinance

Attachment(s): None

C. An **Ordinance** Establishing New Canfield Codified Ordinance Chapter 1113 Entitled Construction Acceptance and Bonding

Description: This will be set for a public hearing on February 4, 2026 @ 5:30pm. It will now go to Planning & Zoning for their recommendations.

Action Needed: Set Public Hearing and forward to P&Z.

Attachment(s)

D. A **Motion** Appointing _____ to the Position of President of Council.

Description:

Per Section 3.04 ("organization of Council") of the Canfield City Charter; "...following each regular municipal election, the members of Council shall meet at the Council Chambers for the purpose of organization. At such meeting, the Council shall elect one (1) of its members thereof as President of Council to serve until a successor shall have been elected.

This motion appoints the President of Council in accordance with the City of Canfield Charter.

Action Needed: Appoint a member of Council (excluding the Mayor) to the position of President of Council.

Attachment(s): None.

E. A **Motion** Appointing an Acting Manager

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

For Calendar year 2026 the following progression of employees that shall serve as acting manager during the absence or disability of the manager are as follows:

- 1) Chief of Police-Charles Colucci
- 2) Finance Director-Christine Stack-Clayton
- 3) Assistant Chief of Police-Scott Weamer.

Action Needed: Passage of this Motion

Attachment(s): None

Public Comments

12. Council Comments.

13. Adjournment

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH MS CONSULTANTS, INC FOR ENGINEERING SERVICE
RELATED TO THE GLENVIEW ROAD CULVERT REPLACEMENT PROJECT AND
DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Canfield desires to proceed with the replacement of the Glenview Road Culvert; and

WHEREAS, Council desires to authorize a Professional Services Contract with MS Consultants, Inc for engineering services related to the Glenview Road Culvert Replacement 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 MS Consultants, Inc. for engineering services related to the Glenview Road Culvert Replacement project.

Section 2: Cost of said professional services shall not exceed \$91,000.00(see attached proposal).

Section 3: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of the fact that it is necessary that legislation become effective immediately in order to not delay the project.

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

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2026.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT ("Agreement") effective as of 20 20 ("Effective Date") between the City of Canfield, 104 Lisbon Street, Canfield, Ohio 44406 ("Owner") and ms consultants, inc., 333 East Federal Street, Youngstown, Ohio 44503 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Replacement of an existing corrugated metal culvert on Glenview Drive behind St. Michael's Church.

Engineer's services under this Agreement are generally identified as follows: Culvert replacement design, bidding assistance, and construction oversight/part-time inspection.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in this Agreement.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or

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3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

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2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

4.03 *Compensation*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 1. *Basic Services- See Exhibit A*
 - a. A Lump Sum amount of \$91,000.00.
 2. Engineer may alter the distribution of compensation between task orders noted herein upon task order authorization to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in this Agreement is conditioned on a period of service not exceeding the Time for Completion set forth in Paragraph 3.02. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials,

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equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an exhibit to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that

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Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCD® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended,

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will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

1. Commercial General Liability. Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.

2. Business Automobile Liability. Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.

3. Workers' Compensation / Employers' Liability. Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.

4. Professional Liability. Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.
 - B. Owner shall procure and maintain policies of property and liability insurance for the Project. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
 - C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
 - D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - E. All policies of insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
 - F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
 - G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

- A. Suspension:

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1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

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1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other dispute resolution procedures.
- B. All disputes between the parties arising out of this Agreement that are not resolved by negotiation shall be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.10 Environmental Condition of Site

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have

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the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in this Agreement.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party, and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

F. *Confidential and Proprietary Information:* Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be

disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

- G. *Construction*: The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.
- H. *Counterparts*: This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. *Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:*
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both;

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contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

Exhibit K – Amendment to Owner-Engineer Agreement.

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27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

A. *Exhibit A: Scope of Services*

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

[THE BOTTOM OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Canfield
By: _____ Engineer: ms consultants, inc.
Print name: David A. D'Apolito
By: _____ Print name: Craig Mulichak, PE
Title: City Manager Title: Regional Operations Leader- NE Ohio Water
Date Signed: _____ Date Signed: December 23, 2025

Address for Owner's receipt of notices:

104 Lisbon Street
Canfield, Ohio 44503

Designated Representative (Paragraph 8.03.A):

David A. D'Apolito
By: _____

Steve Preston, PE

Title: City Manager
Phone Number: 330-533-1101
E-Mail Address: ddapolito@canfield.gov

Title: Project Manager
Phone Number: 330-744-5321
E-Mail Address: spreston@msconsultants.com

Exhibit K – Amendment to Owner-Engineer Agreement.

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EXHIBIT "A"
TO THE ENGINEERING AGREEMENT

CITY OF CANFIELD
GLENVIEW DRIVE CULVERT REPLACEMENT
SCOPE OF SERVICES
DECEMBER 23, 2025

PART 1 - PROJECT UNDERSTANDING

ms consultants, inc. (ENGINEER) understands that the City of Canfield (OWNER) desires to replace the existing corrugated metal culvert on Glenview Drive behind St. Michael's Church. The project generally consists of the removal and replacement of approximately 60 linear feet of an existing corrugated metal culvert with a new culvert, assumed to be a four-sided concrete box culvert.

Following "Notice to Proceed" from the OWNER, ENGINEER shall initiate professional services for the project. The Scope of Work is presented below.

1.1 PROJECT MANAGEMENT

- 1.1.1. ENGINEER shall provide project management services including internal and external project coordination, scope, schedule, budget, invoicing, and quality assurance/quality control.

1.2 KICKOFF MEETING

- 1.2.1. Upon receiving a "Notice to Proceed", ENGINEER will proceed with a kick-off meeting to discuss and more fully define the project requirements. The ms team will prepare an agenda and meet with the Owner to kick-off the project. The purpose of the meeting will be to further refine the overall goals of the project, identify any areas of concern that may prove to be problematic to a successful outcome, and provide a basic review of available documents. The meeting will be a combination of in-person and virtual so that appropriate staff may attend.

1.3 BASIC SERVICES

- 1.3.1. Final Design
 - a. ENGINEER shall perform stormwater calculations based upon accepted engineering methods to determine the appropriate culvert size.
 - b. ENGINEER, or sub-consultant of the ENGINEER, shall perform a geotechnical survey and prepare a report to determine subsurface conditions.
 - c. ENGINEER shall develop 50% and 100% level plan sets for the Owner's review, including all required internal QA/QC.
 - d. ENGINEER shall perform preliminary (50%) and final (100%) structural design.
 - e. ENGINEER shall develop cost estimates at the 50% and 100% design level.
 - f. ENGINEER shall develop technical specifications.
- g. A project manual and bid document shall be developed. Front-end documents shall be of ENGINEER's standard format.

1.3.2. Environmental Permitting

- a. ENGINEER shall visit the project area and assess the quality of the stream using Army Corps and Ohio EPA methodology. If any wetlands are present, they will also be mapped and assessed using Army Corps and Ohio EPA methodology. The maps and data forms will be compiled into a Waters of the United States (WOTUS) report if needed to facilitate Section 404 application review.
- b. ENGINEER assumes that this project will be covered by Nationwide Permit 3 – Maintenance, which authorizes the repair, rehabilitation, or replacement of any currently serviceable structure. ENGINEER will prepare a Section 404 Nationwide Permit Application package for submission to Army Corps of Engineers, Pittsburgh District. The application package will include an application form signed by the City, the WOTUS report or stream data forms, the results of USFWS and OHPO Coordination, and culvert replacement plans showing stream impacts. ENGINEER does not anticipate the need for an on-site review meeting with Army Corps and/or Ohio EPA staff. It is also assumed stream and/or wetland mitigation will not be required. Should such mitigation be required, the cost of any mitigation will be the city's responsibility.
- c. In order to expedite review of permit applications, ENGINEER will complete early coordination with the US Fish & Wildlife Service (USFWS) to confirm there are no concerns regarding endangered species. Given the project area is developed, endangered species coordination will likely result in only seasonal tree cutting restrictions (no tree cutting from April 1 to September 30).
- d. In order to expedite review of permit applications, ENGINEER will also complete early coordination with the Ohio Historic Preservation Office (OHPO) to confirm archaeology investigation is not required.

1.3.3. Procurement Assistance

- a. ENGINEER shall provide technical assistance related to the Ohio EPA WSRLA program including construction loan application preparation and loan drawdown assistance.

1.3.4. Bidding Services

- a. ENGINEER shall assist Owner in bidding of the project by assisting in the following:
 - b. Distribution of plans and contract documents electronically through ENGINEER's Newforma software.
 - c. Answer all questions during the bidding procedure (assume up to five questions).
 - d. Preparing and issuing addenda (one addenda assumed).
 - e. ENGINEER shall attend bid opening.
- f. Review of all bids including reference checks, preparation of a bid tabulation, and recommendation of award letter.

ENGINEER shall prepare three contract books following City award and shall coordinate execution between the Owner and Contractor.

1.3.5. Construction Administration/Inspection

- a. General Administration of Construction Contract

- i. ENGINEER shall consult and advise the Owner. All of the Owner's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of the Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- b. Visits to Site and Observation of Construction
 - i. **ENGINEER shall provide a project representative (PR) totaling no more than 60 hours of part-time inspection for one inspector. The inspection is expected to not exceed 10 hours per week for a maximum duration of six (6) weeks.** The work will be based on the Contractor's schedule. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep the Owner informed of the progress of the work.

- i. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER efforts to provide for the Owner a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work. Also ENGINEER shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s), or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.
- ii. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor or supplier, or any of the Contractor(s) or subcontractors' or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

- c. Defective Work
 - i. During such visits and on the basis of such observations, ENGINEER may advise the Owner to disapprove or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
- d. Interpretations and Clarifications
 - i. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- e. Shop Drawings
 - i. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information

given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

f. Substitutes

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

g. Inspections and Tests

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

j. Contractor(s) Completion Documents

- i. ENGINEER shall receive and review schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, test and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to the Owner with written comments.

1.4 DELIVERABLES

1.4.1. 50% Design Stage

- a. Drawings (.PDF)

- i. Title Sheet

- ii. Site Plan

- b. Cost Estimate (.PDF)

1.4.2. 100% Design Stage

- a. Drawings (.PDF)

- i. Title Sheet

- ii. General Notes/Details

- iii. Site Plan

- b. Cost Estimate (.PDF)

- c. Technical Specifications (.PDF)

- d. Project Manual (.PDF)

- e. Bid Submittal Document (.PDF)

PART 2 – ASSUMPTIONS

2.1.1. The scope of work does not include the following items:

- a. Mahoning County SWP3 Permit & Ohio EPA Notice of Intent permits are not anticipated as the disturbed area is assumed to be less than 1 acre.
- b. Maintenance of Traffic will be covered by notes referencing ODOT specifications.
- c. Survey & basemapping from the Sawmill Creek Improvement Project is anticipated to be used on this project. Additional field survey is not anticipated.
- d. Additional USFWS Coordination:
 - i. If seasonal restrictions conflict with the project schedule or if the USFWS requires additional species-specific studies, the services of specialized sub-consultants will be required. This additional fee is not included in this proposal and cannot be estimated until USFWS coordination is complete.

- e. OHPO Archaeology Investigation:
 - i. In the unlikely event OHPO requires archaeology investigation, the services of specialized sub-consultants will be required. This additional fee is not included in this proposal and cannot be estimated until OHPO coordination is complete.

2.1.2. ENGINEER shall not be required to revise its work if revisions are inconsistent with previous approvals, instructions or information provided by the Owner without receiving additional compensation.

PART 3 - OWNERS RESPONSIBILITIES

- 3.1.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to ENGINEER's services for the project.
- 3.1.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 3.1.3. If the OWNER designates a person to represent the OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER shall be set forth in an exhibit that is to be identified, attached to and made part of this Agreement before such services begin.
- 3.1.4. Give prompt written notice to ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.1.5. Furnish, or direct ENGINEER to provide additional services as stipulated in this Agreement or other services as required in a timely manner.
- 3.1.6. Bear all costs incidental to compliance with the requirements of this section.

PART 4 - ADDITIONAL SERVICES OF ENGINEER

4.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

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

PART 5 - SCHEDULE

5.1.1. ENGINEER estimates that bidding documents will be complete within 120 days from the Notice to Proceed, dependent upon regulatory review times.

Introduced by: _____
First Reading: _____

ORDINANCE

**AN ORDINANCE DECLARING SURPLUS PROPERTY
AND AUTHORIZING ITS DISPOSAL**

WHEREAS, the City Manager has recommended that certain vehicles are no longer needed by the City; and

WHEREAS, Council desires to declare the following vehicle surplus and dispose of it.

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

Section 1: The following vehicle and accessories are hereby declared surplus:

2009 Dodge Avenger Vin#1B3LC46BX9N552773

Section 2: The City Manager is hereby authorized to dispose of the listed vehicle in accordance with the applicable City of Canfield Ordinances.

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 Ohio Revised Code.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D. 2025.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

CERTIFICATION OF PUBLICATION

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

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____
First Reading: _____

**AN ORDINANCE ESTABLISHING NEW CANFIELD CODIFIED ORDINANCE
CHAPTER 1113 ENTITLED CONSTRUCTION ACCEPTANCE AND BONDING**

WHEREAS, the Council of the City of Canfield has determined it to be in the best interest of the municipality to enact legislation regarding construction acceptance and bonding.

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

Section 1: That Chapter 1113 of the Codified Ordinances of the City of Canfield entitled "Construction Acceptance and Bonding" is hereby adopted as follows:

**CHAPTER 1113
CONSTRUCTION ACCEPTANCE AND BONDING**

1113.01 PURPOSE

The purpose of this chapter is to establish the City construction acceptance and bonding procedures for any public improvements that will become the responsibility of the City.

1113.02 SUBDIVIDERS AGREEMENT

- a) Upon receipt of notice of approval of the Final Plat by Council, but prior to review by Council, the Subdivider shall have executed and made available various documents which make assurances to the City of Canfield, Ohio that all required improvements will be completed as specified in these documents. The method of guarantee shall be in the form of the Subdivider's Agreement which shall be a contract between the Subdivider and the City of Canfield. The Subdivider's Agreement shall be prepared by the City of Canfield in accordance with all of the legal requirements of the City
- b) Under the Subdivider's Agreement, the Subdivider shall have two options for commencement:
 1. Subdividers Agreement with Bond
 2. Subdividers Agreement without Bond
- c) In the case, where the Subdivider elects to construct improvements with a subdivision bond, the requirements of 1113.03 shall apply.
- d) In the case, where the Subdivider elects to construct improvements without a subdivision bond, the final plat approval will be withheld until satisfactory completion of all improvements, and approval of the City Engineer, along with the provision of letters of certification of payment in full of all contractors, subcontractors, suppliers of materials, consulting engineers, surveyors, and all inspection fees and all other similar fees incurred by the Subdivider.

1113.03 SUBDIVISION BOND

- a) If the Subdivider elects to construct improvements with bond, the Subdivider shall post a subdivision bond, in the amount of One Hundred (100) Percent of the total estimated costs of the construction of the required improvements, as specified in these Subdivision Regulations in order to guarantee their proper construction and installation. The City Engineer shall review the Subdivider's construction cost estimate and determine if the estimated costs adequately reflect the costs of the required improvements as well as the time period that is likely to be required to construct all improvements and shall approve and certify in writing the arrangements of the Subdivider prior to the posting of the subdivision bond.

- b) The City reserves the right to reject any subdivision bond which the City Engineer has determined to be unacceptable. The subdivision bond shall not exceed a period of two (2) years unless mutually extended in writing by the Subdivider and the City of Canfield, Ohio.
- c) The subdivision bond shall be made payable to and enforceable by the City of Canfield, Ohio and shall provide that the Subdivider, their heirs, successors and assignees, their agent or servants will comply with all applicable terms, conditions, provisions and requirements of these Subdivisions Regulations.

1113.04 INSPECTION

- a) The materials, equipment, and installation of all public improvements, including but not necessarily limited to streets, sidewalks, storm sewers, sanitary sewers, and waterlines which lay within the public right-of-way, will be inspected and tested. As-built drawings of the final locations of all infrastructure to be publicly owned shall be provided by the Subdivider upon completion.
- b) The cost of such inspection, testing, and recording shall be paid by the Subdivider. The estimated cost of the inspection, as determined by the City Engineer, shall be deposited with the City prior to the beginning of construction.
- c) Within six (6) months of Final Acceptance, all unused inspection monies, if any, deposited shall be refunded to the subdivider by the City.

1113.05 CONSTRUCTION COMMENCEMENT REQUIREMENTS

The subdivider may commence construction once the following items are satisfied:

1. Plan approval has been obtained from the City Engineer and Planning Commission.
2. All regulatory permits have been secured by the Subdivider and provided to the City for their records.
3. The Subdividers Agreement has been fully executed by the City and Subdivider.
4. The Subdivider has posted the required Subdivision Bond, if applicable.
5. All required inspection fees have been posted by the Subdivider.

1113.06 CONDITIONAL ACCEPTANCE

- a) Upon substantial completion of the construction in compliance with the approved construction plans and documents, and at the written request of the Subdivider to the City Manager, the City may grant conditional acceptance of the public construction that will become the responsibility of the City by adopted resolution of City Council. The period of Conditional Acceptance shall last until such a time that 75% of the proposed development lots, in accordance with the approved development plan, unless otherwise authorized by the City Manager, have received occupancy permits.
- b) Conditional Acceptance shall be conditioned upon the following:
 1. Submission of as-built drawings in .PDF format to the City Zoning Inspector of all public improvements that will become the responsibility of the City. The as-built drawings shall be prepared and certified by a Professional Surveyor registered in the State of Ohio.
 2. All major components of the public construction that will become the responsibility of the City have been completed to the extent that does not present undue health, safety, and welfare hazards to the public.
 3. The City Engineer shall approve and certify in writing that said improvements have been constructed and completed in a satisfactory manner.
- c) The City Zoning Inspector shall not issue any zoning certificates for building construction until such time as the conditional acceptance resolution required by this section is adopted by City Council. Upon adoption of this resolution by City Council, the Zoning Inspector may issue necessary zoning permits for building construction.
- d) During the Conditional Acceptance period, the City will operate the water and sanitary sewer infrastructure in compliance with State of Ohio regulations. However, the City will not assume ownership or be responsible for any maintenance activities related to these systems.

Additionally, the City will not own, maintain, or operate any other public infrastructure during this phase.

- e) During the conditional acceptance period, the Subdivider, its heirs, successors and assignees, their agent or servants shall be responsible for all maintenance and incur all associated costs related to the public construction that will become the responsibility of the City upon Final Acceptance. The City shall make the Subdivider aware of maintenance issues via certified letter. Upon receipt of the letter, the Subdivider shall have fifteen (15) calendar days to provide a maintenance schedule for approval by the City Manager or their authorized representative.
- f) The City shall reserve the right to perform all work and invoice and/or assess the Subdivider for any maintenance costs incurred by the City should the Subdivider not respond within the allotted calendar day window, violate the agreed upon maintenance schedule, or the maintenance issue is determined by the City Manager or their authorized representative to present undue health, safety, and welfare hazards to the public.

1113.07 FINAL ACCEPTANCE

- a) At such a time that 75% of the proposed development lots have received occupancy permits, the Subdivider shall request in writing to the City Manager final acceptance of the infrastructure by the City. At this time, the Subdivider shall present related letters of certification of payment in full of the involved Contactors, Subcontractors, material suppliers, Consulting Engineers, Surveyors, etc. as well as all occupancy permits as obtained from the applicable regulatory agency.
- b) Final acceptance shall be given after all public improvements have been satisfactorily maintained and all defects or deficiencies have been corrected to the satisfaction of the City and, if applicable, all expenses incurred by the City pursuant to the development have been paid in full. Final Acceptance shall occur via passage of a final acceptance resolution by City Council.
- c) No improvements shall receive final acceptance by the Council until the Subdivider has posted an approved Maintenance Bond in the amount of ten (10) percent of the actual construction costs of the public improvements to be accepted by the City. The dollar amount of the Maintenance Bond shall be reviewed and approved in writing by the City Engineer. The Maintenance Bond shall extend for a period of two (2) years from the date of final acceptance by the City in the case of all public improvements.

1113.08 PHASED COMPLETION

The Subdivider may apply for approval by the City of phased completion of the development. At time of application, the Subdivider plans must clearly show the limits of each phase and clearly state the number of proposed lots to be developed as part of each phase. The requirements of Sections 1113.01-1113.07 shall apply. The threshold for Final Acceptance shall be 75% of the proposed development lots in each individual phase having received occupancy permits.

1113.09 FAILURE TO SATISFACTORILY COMPLETE REQUIRED IMPROVEMENTS

The Subdivider shall be in default of the Subdividers Agreement with the City when any one of the following conditions exist:

1. In the event that the Subdivider has failed to satisfactorily complete the installation of the required improvements as specified in these Subdivision Regulations, in accordance with the terms and conditions of the Subdivider's Agreement with the City.
2. The Subdivider has failed to construct and/or install the required improvements in accordance with the minimum standards specified in these Subdivision Regulations, and is unwilling to modify, upgrade or reconstruct said improvements to conform with the requirements within a thirty-day time period from notification.

The improvements constructed and installed in the Subdivision have failed, deteriorated or have not functioned properly during the two (2) year time period immediately following their acceptance by the City of Canfield, Ohio due to the manner in which they were constructed and installed or when the required improvements are not in accordance with "record" drawings submitted to the City by the Subdivider and the Subdivider has failed to correct the deficiencies upon the request and instruction of the City.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D. 2026.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____

Motion No. _____

MOTION

A MOTION APPOINTING _____
TO THE POSITION OF PRESIDENT OF COUNCIL

WHEREAS, a vacancy exists for the position of President of Council; and

WHEREAS, this Council is empowered by the Charter to appoint a Member of Council to serve as President of Council.

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

Section 1: The Council of the City of Canfield herewith appoints _____ to the position of President of Council.

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. 2025.

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 APPOINTING AN ACTING MANAGER.

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

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

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

Section 1: During the disability or scheduled absence of the City Manager, during the remaining calendar year 2026, the following progression of employees shall serve as Acting City Manager; pursuant to Section 5.05 of the Charter of the City of Canfield.

- 1.) Chief of Police- Charles Colucci
- 2.) Finance Director-Christine Stack-Clayton
- 3.) Assistant Chief of Police-Scott Weamer

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., 2026.

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
DECEMBER 17, 2025 -5:30 P.M.

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

Staff present: Christine Stack-Clayton, Finance Director; Charles Colucci, Chief of Police; Tyler Thorn, Zoning Inspector; and John Rapp, Public Works Superintendent.

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

Under **MINUTES**, the Minutes of the Regular Meeting on December 3, 2025 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MRS. OLIVER: The only thing I received today is, I was in Salem for work and the Salem Mayor is looking forward from hearing from you Donny about the things we discussed previously. She said, she hasn't heard from you, so maybe you can follow-up with that. That's the only communications that I have. Anybody else? Hearing none.

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

MR. TIECHE: I think that all members of council have received a copy of the Parks, Recreation & Cemetery Board Minutes, so you're up to date on that.

MRS. OLIVER: Thank you. Mr. Neff.

MR. NEFF: Planning & Zoning had no items on our agenda, so we canceled our meeting.

MRS. OLIVER: Thank you. Mayor Dragish.

MR. DRAGISH: I have my Mayor's Monthly Statement to Council. After the fines and other monies collected and received, we had a net collections to the city of \$726.01. It is back, my lucky penny is back.

MRS. OLIVER: Mr. Graham.

MR. GRAHAM: No report this evening.

MRS. OLIVER: On the Fire Board, for the month of November, we had 242 calls, 117 transports, a fire loss of \$2,500, mutual aid that we gave was 9 and mutual aid that we received was 1. I received some communication yesterday, an email, apparently there are radio shows out there where people are calling in. I guess that because of our fire merger that did not happen with Boardman, I guess that's all my fault. So, my answer to that, to be very transparent, was this. For Mr. Verb and everybody who is listening, I want them to all know, here's how I look at that, if you take our community, in the daytime, which is a bedroom community and compare that to Boardman in the daytime of 100,000+ residents, I think we absolutely made the right call. I will stand by that. If I'm the blame for that not happening, I will gladly own that. We as a city, have to look out for our residents. That is my answer to that. I wanted to make sure I made that public. That's the communications that I have on the fire board this evening. We'll move onto you Mr. Rapp, our Public Works Superintendent.

PUBLIC WORKS SUPERINTENDENT: Thank you, Mrs. Oliver. Public Works repaired a water leak on Sawmill at the bottom of the hill. Sometimes these leaks don't surface and they don't pop out. Sometimes somebody will call in and it will be blasting out of the ground. This was a harder one to find. We noticed it in our numbers, so kudos to our guys for identifying that problem and knowing that we had something. Our guys were out pulling manholes, storm drains, creeks, trying to find something. One of the guys was down at the bottom of the hill and noticed it running right into sawmill creek. There is a waterline that runs from Blueberry, down the hill and connects with Sawmill. It happened to be right there on the edge of the creek. You couldn't really hear it. It was hard to see but it was flowing. Immediately, we called that locate in, emergency, crews were out there and had it fixed in 2 hours.

MR. TIECHE: I may be responsible for that. That's the last waterline that I worked on. That was a long time ago (laughter).

MR. D'APOLITO: I'm glad you finally owned up to it (laughter).

MR. TIECHE: Call me anytime that you need someone to blame for something.

MR. D'APOLITO: The statute of limitations has run out.

PUBLIC WORKS SUPERINTENDENT: In your defense, the pipe was in good condition. It was a full circle break. The ground shifted and caused that.

MRS. OLIVER: Thank you, Mr. Tieche. We're all owning up to what we've done today.

PUBLIC WORKS SUPERINTENDENT: That culvert at Glenview at the back of St. Michael's, the pipe itself, on the bottom is in very poor condition. Such poor condition that we had to close down half of it. The other half is functioning as it should. It's not near as bad as the other half. Fortunately, we were able to keep one lane open. It's probably going to be like that until we can get it repaired. We are trying to move as quick as we can on that to get that replaced. We're probably looking at....

FINANCE DIRECTOR: Summer. When school is out.

MR. D'APOLITO: We're not sure.

PUBLIC WORKS SUPERINTENDENT: It will be temporarily closed down until we get funding.

FINANCE DIRECTOR: We have funding. Ohio Public Works Commission came through with 85% funded.

MR. DRAGISH: Beautiful.

MR. GRAHAM: That's great.

PUBLIC WORKS SUPERINTENDENT: Ice and snow removal is outstanding. I felt our roads were the best in the area. I was all over the place both days, I was anywhere from Salem, 46 to 11, back and forth, I thought our roads were the best. We have great communication with our police department that lets us know when things are getting a little slick and keep us on alert. Great communication all the way around the departments. We're trying to keep these roads as safe as we can for the residents. That's all I have.

MRS. OLIVER: Thank You. Our Finance Director, Mrs. Clayton.

FINANCE DIRECTOR: The Canfield Community JEDD Board held a meeting today and approved transferring \$36,825 to the city for income tax collected by the JEDD for 2025. There is legislation tonight for a final budget adjustment for 2025, an advance to the OVI Task Force Grant Fund and a temporary budget for 2026. I will be sending the first estimate of certificate of resources for '26 to the Mahoning County Auditor and I'll have to send the final certificate of resources for '25 come January to Mahoning County.

MRS. OLIVER: Thank you. Our Zoning Inspector, Mr. Thorn.

ZONING INSPECTOR: Thank you, Mrs. Oliver. For the month of December, we've issued 8 permits valued at \$39,887.00. Total permits issued year to date are 200. Year to date permit values are 23,525,449.85. That's all I got for tonight.

MRS. OLIVER: Thank you. Our clerk, Mrs. Bernat.

CLERK: I've submitted the Tree City application for 2025. The application is for 45 years of recognition. The application has passed the State Coordinator review and is pending the Arbor Day Foundation review. That's all I have.

MRS. OLIVER: Thank you. Our City Manager, Mr. D'Apolito.

MR. D'APOLITO: Thank you, Mrs. Oliver. Before I begin, I think what we did for our residents for the fire department, I think was one of the proudest things since I've been here. Regardless, of what people from Boardman or Austintown or anywhere else thinks, our obligation is to our residents here. I think that the past year has shown that we did the right thing. Boardman was not able to pass a levy. It's not our responsibility to fund their services. I just wanted to respond to what you said.

MRS. OLIVER: Thank you.

MR. D'APOLITO: As far as my report, in case anyone hasn't noticed, we've been playing Christmas music from the gazebo on the Green Monday-Saturday from noon until 8:00pm. On Sundays we start it at 1:00pm. If you're around the Green, put your windows down and enjoy the music. To build on what Mr. Rapp was talking about, great job by Public Works on snow removal and salting our roads this past weekend. I got great reviews from everyone. I just want to congratulate them. In regards to that culver on Glenview, we do have one side of the road closed but that is a continuing situation that we will monitor. It is possible that the entire road will get closed if that area continues to depress. We have applied and received funding, a generous contribution from the state. It will go to the design phase and ultimately construction. I don't have a timeframe for council at this point.

In compliance with our City Charter, the first council meeting of the year will be on January 5th. We had to move it up because the Charter requires that we organize by January 5th, each year when there is an election. Since the first Wednesday of the new year falls on January 7th, we have to move it up to Monday, January 5th 2026 @ 5:30 P.M.

In the holiday spirit, I've decided to close city hall on the day after Christmas. It won't be a city holiday. So many employees asked for the day off that we are going to close the building. If anyone needs city business, the police department is open, there is a drop box for payments, etc. I want everyone to know, this does not cost the city any money. Anyone that desires to be off that day; which is everyone is required to take time. City Hall will be closed the day after Christmas. I want to wish everyone a safe and happy holiday season. I look forward to a great 2026 here in Canfield. I'm excited to be here again. I have one final note, specifically for Mr. Tieche on his last night here, day number 716 of my employment here with the city. I know we had those running counts. At your last meeting, I wanted to let you know that I almost have 2 years. Thank you for all your support and all your knowledge and information that you give me all the time. Day number 716.

MR. TIECHE: Call me anytime. I'm not sure I can remember all the stuff. One question, Christmas lights, what is the symbolism about the blue Christmas tree?

MR. NACARATO: I'll explain that to you, when I speak.

MR. D'APOLITO: It is very symbolic.

MRS. OLIVER: People are commenting about the Christmas music, online. They love it. They are pleasantly surprised, just so you know. The final word on the merger, the resident who told me is actually a Boardman resident and he was one of many, many, many, that were against the merger in Boardman that supported what we did. There is a lot of people that do support that.

MR. D'APOLITO: Every Canfield resident that I've ever spoken to city and township...

MRS. OLIVER: They thank us.

MR. D'APOLITO: Exactly.

MRS. OLIVER: I care about everybody in our valley but you have to look at what it was. Our Chief, Chuck Colucci,

CHIEF OF POLICE: Thank you. To start off, it's been a pleasure to work with Bruce and Chuck for all these years. You keep us on our toes, keep us accountable and make sure we stay transparent. Those checks and balances are appreciated and desired from our next two. Thank you, guys. Best of luck to you both. So many times, it's thankless. People don't understand that there is a whole other perspective that you're seeing things. Thanks for always being there for us. In December it always happens, we get calls from vendors that want our business in '26 and year end money. I was told No in November.

MR. TIECHE: Good job.

CHIEF OF POLICE: I know we're bringing stuff from home (laughter). This December 26th thing, are we allowed to close our doors? We have a duty. Also, I want to thank our Police Department employees. We had a huge transition over the last few years. At the end of 2024, we hired 1 new full-time officer. It was a K9 Officer from Struthers. In 2025, we hired 5 new full-time officers, through attrition. Officers go to higher paying departments, departments that offer 3 -12hr shifts or retirement. So, the 5 full-time officers that we hired are making it. They're going to finish their probation at the beginning of the year. We're excited about them. They're all positive role models. I'd like to thank Stacy Karis, she came from Lowellville and she is our school resource officer. We put a time-out on her training packet for patrol but she's doing an amazing job. Word got out that tomorrow at the elementary schools, she'll be investigating the grinch. The grinch may or may not be arrested if she finds him. Five new officers in 2025. We have two new officers that we're going to hire in 2026, they're at the police academy right now. Then we're looking to hire another one in late spring to get us to full staff. I appreciate all of our officers. I know the city manager and admin appreciate the way a lot of our people picked it up in the last 2 years to make up for staffing issues, that everybody is dealing with. We're happy that we'll be back to full staff. In Dispatch we also hired two new full-time people this year, both through attrition. Also, we hired two part time dispatchers. One came from Austintown and one was a Lane's dispatcher. They're both fitting in really well. They're doing a good job for us. I look forward to 2026 after the holidays.

MRS. OLIVER: Thank you. Last but not least our City Attorney, Mr. Fortunato.

ATTY. FORTUNATO: No report. I'd like to thank Bruce for his service. I agree with Chuck, it's never a bad thing to question conventional thinking. You always did that for us and how we look at things and that's never a bad thing. Mr. Tieche, I know this is your last council meeting. I just want to thank you for your decades of service. I know you'll continue on Planning but I also want to thank you for the impact you've had in my life. I was a young lawyer when I came out here and you gave me a chance. I appreciate that chance. It's been my pleasure to work with you all these years.

MR. TIECHE: You've done a good job, my opinion.

ATTY. FORTUNATO: You've been an important part of my life.

MRS. OLIVER: I'd like to say thank you. I've served with you both before on Council. I wish you both the best.

MR. NEFF: Thank you.

MR. TIECHE: Thank you.

MRS. OLIVER: Any questions from council on the reports? Hearing none.

Under **QUESTIONS ON REPORTS**, there were none.

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

MR. NACARATO: Thank you, Mrs. Oliver. I just wanted to publicly thank, not only council but the Public Works Department, the police for all the help over the 18 years that I've been doing Lighting of the Green. I could not do this project without these guys, especially John and his crew. I call poor John on a regular basis, this isn't working, that isn't working. John has always been there for me. I just want to give kudos to all of you in the city for the 18 years that you've been behind me, working with this and turning it into the event it was. This year was a spectacular year. We had a lot of great response, especially the program that we have with the cardinal that flies around and lands on the different sponsors. It's been really, really fun. I made the decision to give it up. I've been thinking about it for quite some time and when the Mayor gave his speech at Lighting of the Green it really said to me that it was the time. It was time for me to put it aside with my health issues and everything. It's been a great run and I couldn't do it without you guys behind me 110%. I do thank you for that. It allowed us at Rotary to do a lot of things for the community that we love. It was the catalyst to put all the electricity on the Green. It was the biggest part of us putting the new gazebo up, not to mention the fundraising that it did for the paving at Fair Park and every other project that we've done. We couldn't have done it without the city and the township behind us to help us do it. Somebody just asked about the significance of the blue tree. As we were getting ready

for Lighting of the Green I was approached by Jennifer Walters who was a member of our club and she mentioned that they wanted to get together and donate a tree in Trooper Nick's name. I loved the idea from the get go. I went to the board of Rotary and we decided "Yes" let's do that. Let's do a tree in memory of Nick but let's do the tree so that it's significant to all of those who served to protect us and to make sure that we have what we need, who have lost their lives. That's why the blue lights. The tree itself is in memory of Nick but we decided to do the lights and the bows because we wanted to pay tribute to all of those who have fallen, whether it be locally or nationally. That's the reason for that.

MR. D'APOLITO: Can you just tell him who Trooper Nick was?

MR. NACARATO: Yes, Trooper Nick Cayton was a Trooper, a local man, who worked out of the patrol station here. He lived in the community. He was a vital part of the community. He had been with the little cards and a few of the baseball and really worked hard to not only protect us as far as being a trooper but to teach our youth in the community. Unfortunately, shortly before Thanksgiving, was killed on Rt 11 when a truck slammed into his car when he was trying to help another stranded trucker. It was a really great way to pay honor to somebody who loved this community as much as many of us do. We felt that it was a good thing.

MRS. OLIVER: It was wonderful, thank you. About Trooper Cayton, Back the Blue my non-profit, we are presenting a check to the family for Christmas next week. We have raised \$5,000 ourselves. We have \$2,500 from the fundraiser that I helped do at El Cowboy. The Junior Women's League gave me \$1,000 as well. We are going to present that. So, that should be \$8,500 for that family for Christmas. We will be presenting that next week.

MR. DRAGISH: Anthony, I know you're going to be a part of us. We're looking forward to you coming and joining us in January. You have given a lot of yourself the last 18 years. I know I talked to you about it on the night of the lighting. I will say, the amount of effort that you put into it, not only you but as part of the Rotary group and what the Rotary has also done for us at the city, it's just phenomenal. It's unbelievable to me how much the Rotary helps the city. I thank you for that because I think you spearhead a lot of the things that have happened and your kind of the facilitator between. Thank you and thanks to everybody in Rotary for the great job they help us to do.

MRS. OLIVER: Any other questions? Hearing none.

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

Under **NEW BUSINESS**:

ITEM A: An Ordinance Amending Ordinance 2025-29, Annual Appropriation Ordinance to make Appropriations for Current Expenses and other Expenditures of the City of Canfield, State of Ohio, During the Fiscal Year Ending December 31, 2025.

MRS. OLIVER: 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.

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

MR. TIECHE: Second.

MRS. OLIVER: Mr. Tieche would you read Item A.

MR. TIECHE: Yes, I have a comment. I seconded that motion, so I didn't have to read the whole ordinance. Madam President, I have an Ordinance Amending Ordinance 2025-29, Annual Appropriation Ordinance to make Appropriations for Current Expenses and other Expenditures of the City of Canfield, State of Ohio, During the Fiscal Year Ending December 31, 2025. I move for passage.

MR. NEFF: Second.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2025-35.

ITEM B: Temporary Appropriation Ordinance.

MRS. OLIVER: 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.

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

MR. DRAGISH: Second.

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

MRS. OLIVER: Mr. Neff would you read Item B.

MR. NEFF: Madam President, I have a Temporary Appropriation Ordinance. I move for passage.

MR. TIECHE: Second.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2025-36.

ITEM C: A Motion Advancing Funds from the General Fund to the OVI Task Force Grant Fund FY2026.

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

MR. GRAHAM: Second.

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

MRS. OLIVER: Mr. Neff would you please read Item C.

MR. NEFF: Madam President, I have a motion Advancing Funds from the General Fund to the OVI Task Force Grant Fund FY2026. I move for passage.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No

Motion passes
Motion 2025-10.

MRS. OLIVER: Mrs. Bernat. Are we going to move forward or end the meeting?

CLERK: We're going to end the meeting.

MRS. OLIVER: Any remarks from council?

Under COUNCIL COMMENTS:

MR. TIECHE: I'd like to wish everybody a very merry Christmas, Happy Holiday's, safe driving and stay warm.

MR. NEFF: I'd like to welcome the new council elected members and challenge you guys to do a great job; which I know you're going to do for the city and hopefully keep everything moving forward.

MR. D'APOLITO: I just want to thank Mr. Neff and Mr. Tieche for their service and having confidence in me two years ago and giving me the opportunity to take over the city manager position here. They are both part of council that voted to hire me and I just wanted to thank you. I hope I lived up to their expectations.

MRS. OLIVER: I think, I say for all of us, that we're happy that they did as well.

MR. GRAHAM: I've known Bruce and Chuck for a few years. It's been an honor to be able to be here and serve with both of you. I'm just humbled by your passion and caring about our community that we live in. Thank you. I'm glad you're not going anywhere. You'll be around.

MR. DRAGISH: Me also, too. I'm always trying to be a forward thinker and sometimes you have to look back. When I came on many years ago and took the place of other older individuals that There is a lot that you bring to the table. Younger guys think that we have answers for different things or new things but talking to each of you over the last several years, you guys have taught me a lot. I really do appreciate your service to Canfield and to the people. Hopefully, you guys won't go too far, so I can call you when I need you.

MR. TIECHE: Thank you. I'm not going too far.

MR. DRAGISH: I'll track you down in Florida.

MR. TIECHE: Feel free to give me a call on just about anything.

MRS. OLIVER: Put it on DND in Florida.

MR. NEFF: I appreciate being able to, at the last minute being put on the Parks, Recreation Board, so I can come in and harass the council that we need more funds. Let's get this bike path in. I look forward to next year.

MRS. OLIVER: Thank you very much. I'm glad to still be working with you. I want to say to everyone Merry Christmas, Happy Hanukkah, whatever holiday you celebrate. Anything else before we adjourn?

MR. SCHIALDONE: Dave Schialdone, Talsman Drive. Along the lines of what Bruce just said, we have the 250th birthday of our country coming up. I really think we ought to showcase the green, as far as flowers and along with the Veteran's Memorial. It should all be showcased this year.

MR. NEFF: Great idea.

MRS. OLIVER: Anything else? Hearing none. Can I have a motion to adjourn.

MR. TIECHE: So, moved.

MR. NEFF: Second.

MRS. OLIVER: We are adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL