

AGENDA

CANFIELD CITY COUNCIL

March 17, 2021 -5:30 P.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call: Quorum is Present - Meeting is in Session.
4. Proclamations & Presentations.
5. Approval of Minutes.
6. Reading of Communications.
7. Reports of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.
8. Public questions from residents (or representative) related to the above referenced reports. Questions may be limited to three (3) minutes.
9. Recognition of Persons Desiring to Appear Before Council.

10. OLD BUSINESS

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

- A. An **Ordinance** Adopting A New Subdivider's Agreement to be Entered Into with the City of Canfield.

Description:

Staff has been working with Law Director Attorney Fortunato as well as City Engineer Steve Preston (ms consultants, Inc.) to amend the subdivider's agreement per the requirements of Canfield Codified Ordinances Section 113.01. Specifically, 1113.01(b) requires the City of Canfield and the Subdivider to enter into an agreement in order to construct or guarantee the construction of all required improvements. Through the engineering, legal, and zoning review, staff felt it appropriate to amend certain sections of the Subdivider's Agreement (Appendix E).

This Ordinance will amend Appendix E "Subdivision and Land Development Regulations" in the Canfield Codified Ordinances. The proposed new appendix E "Subdivider's Agreement" is attached as Exhibit 1.

The Planning & Zoning Commission considered this item at the February 17, 2021 meeting and voted unanimously to recommend that Council adopt the proposed amendments.

First reading of this ordinance took place at the February 17, 2021 Council meeting, and the public hearing on the proposed changes was held on March 17th at 5:20 PM

Action Needed:

Approval of ordinance adopting a new subdivider's agreement to be entered to into with the City of Canfield. (Appendix E)

Attachment(s):

Ordinance adopting a new subdivider’s agreement to be entered into with the City of Canfield (Appendix E)

New Subdivider’s Agreement (Exhibit a)

Recommendation Letter from Planning & Zoning Commission

Public Comments

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. 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, 2021.

Description:

State law requires municipalities to adopt a fiscal year budget prior to March 31st of each fiscal year. At the December 16, 2020 Council meeting an ordinance was passed to approve temporary appropriations for expenditures in January, February and March of Fiscal Year 2021.

City staff presented the annual capital requests from each department at a budget work session that took place on February 26, 2021. The annual appropriations included in this ordinance include the items that were discussed during the budget work session.

This ordinance adopts the final annual appropriations for the City of Canfield for the fiscal year ending December 31, 2021 as follows:

Fund Name	Allocation Amount
General Fund	\$ 4,799,257
Self-Insurance Fund	\$ 4,000
Special Revenue Funds	\$ 2,895,992
Debt Service Funds	\$ 80,870
Water Enterprise Funds	\$ 2,244,634
Sanitary Sewer Enterprise Funds	\$ 1,629,341
Storm Water Enterprise Funds	\$ 2,179,315
Internal Service Fund (Health Insurance)	\$ 1,057,232
Total Appropriations (All Funds)	\$ 14,890,641

Action Needed:

Approval of ordinance to make appropriations for the current expenses and other expenditures of the City of Canfield for Fiscal Year ending December 31, 2021.

Attachment(s):

Ordinance to make appropriations for the current expenses and other expenditures of the City of Canfield for Fiscal Year ending December 31, 2021.

Cash Basis Fund Summary (12/31/21)

2021 Appropriation Expenditure Summary

Public Comments

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

Description:

The Fiscal Year 2021 Appropriations includes funding operational activities related to special revenue funds; specifically, the Parks Fund, Recreation Fund, and Cemeteries Fund. The

transfer of revenue from the General Fund to these special revenue funds must be approved by City Council.

This ordinance authorizes the transfer of seventy thousand dollars (\$70,000) out of the General Fund and into the Special Revenue Funds as detailed below.

Fund Name	Transfer Out	Transfer In
General Fund	\$ (70,000)	
Parks Fund		\$ 25,000
Cemeteries Fund		\$ 45,000
Total Transfers	\$ (70,000)	\$ 70,000

Action Needed:
Approval of ordinance providing transfers to various funds

Attachment(s):
Ordinance providing transfers to various funds

Cash basis Fund Summary – (Transfers Budgeted)

Public Comments.

C. An **Ordinance** Amending Water Department Standard Specifications.

Description:
City staff in working with the City Engineer noted that an additional amendment was needed to the new Water Department Standard Specifications that were established in August 2019. Specifically, Chapter Eleven, Section One, Appendix E of the Canfield Codified Ordinances needs the following item added.

When new development occurs, all far side parcels shall have their service line installed from the waterline to the far side curb stop by the property owner/developer. For the purposes of the City specifications, the far side refers to parcels located on the side of the street opposite of the main waterline installation

This Ordinance amends the current water department standard specifications to incorporate the change noted above. Due to this ordinance being in Chapter 11 (Planning & Zoning Code) this item must go to the Planning and Zoning Commission for consideration and recommendation, prior to City Council taking final action.

Action Needed:
First Reading of ordinance amending water department standard specifications. Staff is recommending setting the public hearing for April 14, 2021 at 5:20 PM.

Attachment(s):
Ordinance amending water department standard specifications for the City of Canfield

Water Department Standard Specifications -Revised

Public Comments

D. An **Ordinance** Controlling Post-Construction Water Quality Runoff.

Description:
City Staff, along with our City engineer have been reviewing and making suggestions on updates to our Comprehensive Storm Water Management Plan and the corresponding City of Canfield Codified Ordinances. Specifically, Chapter 933 of the City’s codified ordinances outlines the “Post-Construction Water Quality Runoff” for the City of Canfield.

This ordinance adopts the changes proposed as delineated in the attached “Ordinance 933 Redline” The intent is to align the City of Canfield stormwater management plan with

Mahoning County, as well as make additional updates to the current City of Canfield post construction water quality runoff regulations. City Engineer Steve Preston will be present at the Council meeting in order to discuss or answer any questions on the specifics.

Action Needed:

Approval of ordinance controlling post-construction water quality runoff (Chapter 933)

Attachment(s):

Ordinance controlling post-construction water quality run off (Chapter 933)

Chapter 933 Update Redline Changes

Public Comments

- E. A **Motion** Authorizing the City Manager to Sign an Amended Lease Agreement with the Cardinal Joint Fire District for the City of Canfield.

Description:

The City of Canfield and the Cardinal Joint Fire District (CJFD) have been engaged in discussions on proposed amendments to the Lease Agreement for Fire Station #1 (104 Lisbon St.) since April 2018.

The amended lease agreement addresses the discrepancies that existed in the original lease agreement from 1996. Most notably Article IV “Utilities”, and clarification of language in Article VII “Repair of Demised Premises”.

The most recent version of the Lease Agreement was discussed by representatives of both the CJFD, and the City of Canfield on February 4, 2021. Both parties are in complete agreement with the proposed Lease Agreement as attached.

This motion authorizes the City Manger to sign the amended lease agreement with the Cardinal Joint Fire District for the City of Canfield.

Action Needed:

Approval of motion authorizing the City Manger to sign the amended lease agreement with the Cardinal Joint Fired District for the City of Canfield.

Attachment(s):

Motion authorizing the City Manager to sign the amended lease agreement with the Cardinal Joint Fired District for the City of Canfield.

Amended Lease Agreement

1996 Lease Agreement

Email from CJFD Chairperson

Public Comments

- 12. Council Comments.
- 13. Adjournment

**AN ORDINANCE ADOPTING
A NEW SUBDIVIDER'S AGREEMENT
TO BE ENTERED INTO
WITH THE CITY OF CANFIELD**

WHEREAS, section 1113.01 (b) of the Codified Ordinances requires that the City of Canfield and a subdivider enter into a Subdivider's agreement regarding the instruction of improvements to be located within a Subdivision, and

WHEREAS, the Law Director, Zoning Inspector and City Manager recommend that a new form of Subdivider's agreement be adopted for use pursuant to Ordinance Chapter 1113.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Canfield;

Section 1. That a new Subdivider's Agreement in the form attached hereto as Exhibit 1 is hereby adopted by the City of Canfield for execution as contemplated in Chapter 1113 of the Codified Ordinance of the City.

Section 2. That this Ordinance and all deliberations relating to the passage of this Resolution 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 _____, 2021.

PRESIDENT 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 TO FORM:

MUNICIPAL ATTORNEY

SUBDIVIDER'S AGREEMENT

Exhibit 1

THIS AGREEMENT is entered into by and between _____ a _____ with an address of _____, hereinafter referred to as "Subdivider", and the **City of Canfield**, Mahoning County, Ohio, hereinafter referred to as "City". "Council" as referred to herein, shall be the City Council of Canfield, Mahoning County, Ohio, and "City Engineer" shall refer to the City Engineer or the City's Consulting Engineer hired to perform services on this project. The term "Development" shall refer to the land being developed as set out in the Plat(s) as approved by the City Planning and Zoning Commission ("Planning Commission"). The term "Subdivision" shall refer to the individual phase (such as "Phase 1 or Phase 2") of a Development which the Subdivider has chosen to construct, and to individual parcel development(s) that require improvements.

WHEREAS, said Subdivision known as _____, requires the construction of public improvements i.e., those improvements required to be installed in the existing right of way or in right of way to be dedicated to and accepted by the City at the completion of construction of the public improvements; and

WHEREAS, on _____, the Planning Commission voted to recommend to City Council _____ consisting of _____ (_____) lots (hereinafter "Subdivision"); and

WHEREAS, engineering estimates to construct these public improvements were agreed upon between the Subdivider and the City; and

WHEREAS, Subdivider desires to construct public improvements for the Subdivision under the terms of this Subdivider's Agreement; and

WHEREAS, City will agree to such provisions as are necessary for the construction of these public improvements as set forth herein;

NOW, THEREFORE, THE FOLLOWING IS HEREBY AGREED TO BY AND BETWEEN THE SUBDIVIDER AND THE CITY OF CANFIELD, MAHONING COUNTY, OHIO:

1. Construction of Public improvements.

The Subdivider is to construct and install according to the plans and specifications submitted and approved by the City, all public improvements shown and set forth in the Final Plat dated _____, for _____ as presented to Planning Commission on _____. Said construction and installation shall be a prerequisite to obtaining any permits for the construction of residential dwellings. Subdivider's obligation to construct said public improvements shall not be conditioned upon the sale of lots in this Subdivision.

2. Engineer's Estimated Cost of Public improvements.

The City Engineer has reviewed the estimated costs of construction of public improvements as submitted by the Subdivider states that the cost of which are _____ (\$_____) ("Engineer's Estimate") as approved by the City Engineer.

3. Performance Bond Agreement.

Prior to the commencement of construction of public improvements, Subdivider shall provide a financial guarantee of performance to the Finance Director of the City of Canfield in the form of a Performance Bond acceptable to the City or a bond with substantially the same effect, in the amount of _____ (\$_____) which is One Hundred Ten (110%) percent of the total Engineer's Estimate of costs. In lieu of a bond, (a) a letter of credit, drawn on a federally insured financial institution, payable to the City, (b) cash, (c) certificates of deposit conditionally assigned to the City made by a federally insured financial institution or (d) a combination of these items, in the total amount, may be delivered to the City. No construction of public improvements shall commence until said financial guarantee of performance has been provided to, and approved by, the Finance Director. This financial guarantee shall be released to Subdivider upon completion of all public improvements to be accepted by the City for this phase of the Development to the satisfaction of the City Engineer and upon passage of an ordinance by Council accepting the public improvements.

4. Deposit for Engineering, Construction Inspection, and Material Testing Fees.

Prior to this Subdivider's Agreement being placed on Council's agenda for approval by Subdivider shall deposit the sum of _____ (\$_____) with the Finance Director of the City of Canfield to cover the engineering fees commensurate with the work performed, including construction inspection and material testing fees. Should actual expenses exceed the required deposit, the City reserves the right, at any time, to demand additional funds be deposited under this section to cover current or future engineering costs, construction inspection, and material testing fees. Failure to make the required deposits with the Finance Director within three (3) business days of said Director's written request shall constitute and be considered cause for the City to suspend any further development work by the Subdivider until such time as the Subdivider is in full compliance with this Section. The City shall not accept public improvements in any Subdivision until all engineering, construction inspection and material testing fees have been paid in full.

Any deposit over and above actual expenses incurred for engineering in this Phase of the Subdivision shall be retained by the City and shall be released to the Subdivider only after the completion of all public improvements for the entire Development to the satisfaction of the City Engineer.

5. Stormwater Inspection.

Prior to this Subdivider's Agreement being placed on Council's agenda for approval by ordinance, the Subdivider shall deposit the sum of _____ (\$_____) with the Finance Director of the City of Canfield for the stormwater inspection fee necessary for the City Engineer to (i) inspect stormwater infrastructure and, or (ii)

review submitted stormwater plans. The amount of the Stormwater inspection fee shall be determined by the City Engineer.

6. Indemnification and Liability Insurance.

Subdivider hereby agrees to defend, indemnify and hold the City of Canfield, its officers, councilmembers, directors, agents and employees harmless against all claims, costs, damages, expenses and liabilities as a result of loss or injury arising out of the clearing of land or construction of the Subdivision and the public improvements. Prior to the commencement of any construction on the Subdivision site, Subdivider agrees to provide the City with proof of One Million (\$1,000,000.00) Dollars liability insurance protecting the City from liability arising out of the development of the Subdivision and public improvements. Subdivider shall not allow this insurance policy naming the City as an additional insured and to expire earlier than the effective period of any maintenance bond, and shall provide a copy of the insurance policy to remain, at all times, with the Director of Finance of the City.

7. Title Insurance.

Prior to recording of the final Plat, the Subdivider shall furnish title insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars, covering the lands to be dedicated to the City of Canfield, if any, as indicated on the final Plat and showing the unencumbered, legal title to such dedicated lands in the name of the City when the final Plat is filed for record.

8. Maintenance Bond.

Prior to being placed on Council's agenda for acceptance of public improvements in this Subdivision, Subdivider shall deposit with the Director of Finance a Three (3) year maintenance bond for streets, pavement, sidewalks, storm and sanitary sewers, water systems, street lighting systems and facilities appurtenant thereto in the amount of _____ (\$_____), which represents ten percent (10%) of the estimated cost of said public improvements as determined by the City Engineer.

9. Sidewalk Deposit.

Subdivider's estimated cost for sidewalks is _____ (\$_____) as approved by the City Engineer. Should sidewalks not be completed at the time of acceptance of public improvements by City Council, the Subdivider shall deposit with the Director of Finance a cash deposit in the amount _____ (\$_____), which is 150% of the City Engineer's estimate for the construction of sidewalks ("Sidewalk Deposit"). This deposit must be made prior to Council placing an ordinance to accept public improvements in the Subdivision. Subdivider will be entitled to incremental refunds of 25% of the total amount deposited upon installation of each quarter amount of the total sidewalks to be installed upon verification of same by the City Engineer.

Subdivider must install sidewalks throughout the Subdivision within Thirty (30) months of the date in which the City passes an ordinance accepting public improvements. In the event that

sidewalks are not installed within this period, the Sidewalk Deposit shall be forfeited and the City shall install the sidewalks and charge to the Subdivider any additional costs incurred but not covered by the Sidewalk Deposit.

10. Assessments.

Subdivider agrees to pay all outstanding assessments encumbering the public improvements to the appropriate governmental entity. Conclusive proof that said assessments have been paid must be submitted to the Finance Director prior to an ordinance being placed on Council's agenda for acceptance of public improvements in this Subdivision.

11. Payment or Satisfaction of Delinquent or Outstanding Obligations.

Unless otherwise specified in this document, prior to this Subdivider's agreement being placed on Council's Agenda for approval by ordinance, any monies owed by the Subdivider to the City of Canfield, as determined by the City Finance Director, and which remain unpaid, shall be paid by the Subdivider or approved as satisfied by the City Finance Director.

12. Time for Completion of Public improvements.

All public improvements are to be completed within a period of Twelve (12) months from Council's adoption of the ordinance approving this Subdivider's Agreement unless Council extends this period of time by legislative action. In the event that construction of public improvements is not completed within this Twelve (12) month period or within the period pursuant to an extension granted by the City, Subdivider shall, if requested by the City Engineer, provide new engineering estimates of cost of construction of public improvements for the Subdivision and the City Engineer may require, if necessary, the performance bond, maintenance bond and engineering and legal fee deposits to be updated to reflect the revised City Engineer's estimate of cost.

13. Actual Costs of Public improvements.

The Subdivider, prior to passage of ordinance accepting public improvements, shall submit to the Finance Director the actual costs of public improvements itemized as to roadway (length, width, type, unit cost, street name), traffic control (signalization, location, cost), sanitary sewers (length by size, unit cost, street location), storm sewers (length by size, unit cost, street location) water distribution (length by size, unit cost, street location), park/bike trail(s) (if applicable, length, width, unit cost, location) and pump station(s) (if applicable, cost, location, description) that are to be accepted by the City. The costs for these items shall include all incidental items such as hydrants, valves, manholes, catch basins, etc., as necessary to construct the improvement.

14. Engineer's As-Built Documents.

Subdivider shall file with the Zoning Inspector as-built documents prior to an ordinance being placed on Council's agenda for acceptance of public improvements in this Subdivision. The as-built documents shall be submitted in hard copy or, if generated by such means, in

electronic form and by hard copy on reproducible mylar. Electronic copies shall be submitted on the appropriate digital media in DXF or DWG format.

15. Compliance by Subdivider as Condition Precedent to Subsequent Development or Phases.

Subdivider acknowledges and agrees that it will fully comply with all terms and conditions contained herein as conditions precedent. The City may withhold approval of any such subsequent development or public improvements until such time as the Subdivider fulfills all the terms, conditions and requirements set out herein.

16. License to Enter Upon Private Streets, Driveways, and Parking Areas.

Subdivider herein agrees to grant to the City of Canfield (i.e., Joint Fire Department, Police Department and Service Department), a license to enter upon any private streets, driveways, or parking areas within the Subdivision for the purposes of carrying out inspections, patrolling and security and necessary governmental functions. While present on said private premises, public employees or agents for the various departments shall have those rights, privileges, defenses and immunities granted City employees set forth in Ohio Revised Code including but not limited to Chapter 2744.

17. Breach of Contract.

Subdivider further agrees that any violation of or non-compliance with any of the provisions and stipulations of this Agreement, shall constitute a breach of contract. A breach of contract shall also be deemed to have occurred in the event of the Subdivider's failure to perform work at the Subdivision for a period of One Hundred Twenty (120) days, or the Subdivider's insolvency, appointment of a receiver, filing of a voluntary or involuntary petition in bankruptcy, the commencement of a foreclosure proceedings of a lien against the Subdivision property, or its conveyance in lieu of foreclosure. The City agrees that in the event of a breach, it shall provide Subdivider with notice thereof in writing. Should Subdivider fail to remedy the breach, to the satisfaction of the City within Thirty (30) days after receiving notice thereof from the City, the City shall have the right to stop all work forthwith and use Subdivider's guarantees for such purpose and require Subdivider to pay any additional amounts required to complete the work.

18. Preservation and Restoration of Property.

Subdivider shall safely maintain the work during construction and until final acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that the roadbeds, road surfaces and structures are kept in satisfactory condition at all times. Subdivider shall be responsible for all damage or injury to property of any character, including roadbeds and road surfaces, during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner of method of executing said work satisfactorily, or due to its non-execution of said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When or where any direct or indirect damage or injury

occurs on public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury, in an acceptable manner. In the event of any damage or injury to property as stated herein, all deposits and financial guarantees set forth in this Agreement shall be retained by the City and not released until such time as the appropriate repairs are made and acceptable to the City Engineer and Law Director.

19. Ingress and Egress.

Subdivider shall restrict all movement of loads, vehicles and other equipment into and from the site in strict accordance with a route approved by the City Manager or designee thereof.

20. Cleaning Up.

During the construction, the Subdivider shall keep the site of the work as free from material, debris and rubbish as is practicable and shall remove such items entirely and at once, if, in the opinion of the City, such material, debris or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public.

Upon completion and before final acceptance of the work, Subdivider shall remove from the site of the work and adjacent premises all machinery, equipment, surplus materials, false work, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and shall restore the site to the same general conditions that existed prior to the commencement of its operations.

Subdivider shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of its work, or existing work, due to its operations.

In the event Subdivider fails to comply as set forth herein, the City shall perform the necessary work to accomplish the clean up set forth herein and shall charge the Subdivider for said work.

In the event of non-compliance as stated herein, all deposits and financial guarantees set forth in this Agreement shall be retained by the City and not released until such time as the appropriate clean up is made and acceptable to the City Engineer and Law Director.

21. Warranty Against Defects.

Subdivider shall warrant all Subdivision public improvements to be free from defects and shall make all necessary repairs or modification to the Subdivision for a period of three (3) years from acceptance of dedication of public improvements of the final phase of the Subdivision by the City. If the Subdivider fails to meet its warranty obligations in a timely manner, the City may contract with any other party for the necessary work or use its own employees to perform the

work and be reimbursed by the Subdivider or, if sufficient funds are available, to draw upon the financial guarantees provided in this Agreement.

22. City Ordinance and Regulations, Survival of Agreement, Non-Waiver.

Nothing in this Subdivider's Agreement shall constitute a waiver of the rights of the parties, including local government sovereign immunity. All City Ordinances and regulations not inconsistent with this Agreement shall remain in full force and effect, and shall be binding upon and control construction and development of the Subdivision, and nothing contained in this Agreement, nor acceptance of dedication of public improvements by the City, shall limit the effect of same, including, but not limited to, design and construction, planting of trees, street lighting, conveyance of required easements, payment of storm drainage fees, park fees, sewer tap fees, and any other requirements of the Codified Ordinances of the City.

23. A.D.A. Compliance.

Subdivider shall fully comply with all relevant requirements of the Americans with Disabilities Act and all site public improvements subject to this law must be approved prior to construction by the City Manager.

24. Severability Clause.

If any part, clause, provision or condition of this Subdivider's Agreement is held to be void, invalid, or inoperative, such part, clause, provision or condition will be severed and will not render invalid the remaining portions of this Agreement.

25. Obligation to Notify.

Subdivider shall notify, in writing, any transferee of the Subdivision or any lot located in the Subdivision of the existence, terms and conditions contained in this Agreement and any easements or restrictions required hereunder. The Subdivider shall provide the City with a copy of said written notification immediately thereafter.

26. Addresses of Parties for Purpose of Notice.

All notices and communications between parties pursuant to this Agreement shall be made upon the City through the Office of the City Manager at 104 Lisbon St. Canfield, Ohio 44406.

27. Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the Subdivider, its builders, contractors, subcontractors, its heirs, executors, administrators, agents, successors and assigns.

28. Modification or Amendment.

This Subdivider's Agreement shall not be modified, amended or assigned except by a written instrument signed by Subdivider, the Subdivider's Assignee, and the Mayor or other authorized agent of the City of Canfield and approved by vote of a majority of the members of City Council.

IN WITNESS WHEREOF, this Subdivider's Agreement is executed at Canfield, Ohio, this day of _____, 2021.

WITNESSES:

Print Name

WITNESSES:

CITY OF CANFIELD

By: _____
Wade Calhoun, City Manager

Print Name

Approved as to Form

Mark Fortunato
Law Director
City of Canfield



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1416

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



DATE: FEBRUARY 11, 2021

TO: MEMBERS OF COUNCIL

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

**SUBJECT: A RECOMMENDATION TO COUNCIL TO AMMEND NEW
SUBDIVIDERS AGREEMENT APPENDIX E**

At the regular meeting of the Planning and Zoning Commission on February 11, 2021, the following motion was made:

Mr. Kristan made a motion to recommend Council to amend new subdividers agreement Appendix E.

The motion was seconded by Mr. Zarlenga.

This motion passed 5 - 0

Introduced By: _____
First Reading: _____

ORDINANCE

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, 2021.

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

Section 1: To provide for the current expenses and other expenditures of the
said City of Canfield during fiscal year ending December 31, 2021, the following sums be and
they are hereby set aside and appropriated as follows, viz:

	Annual Appropriation
General Fund	
Mayor and Council	
Personal Services	59,610.00
Travel	400.00
Contractual Services	12,905.00
Supplies and Materials	2,900.00
Capital Outlay	1,025.00
Other Uses	0.00
Total Mayor and Council	76,840.00
City Manager	
Personal Services	206,450.00
Travel	500.00
Contractual Services	11,000.00
Supplies and Materials	5,635.00
Capital Outlay	2,050.00
Other Uses	0.00
Total City Manager	225,635.00
Mayor's Court	
Personal Services	39,125.00
Travel	750.00
Contractual Services	11,100.00
Supplies and Materials	1,575.00
Capital Outlay	1,025.00
Other Uses	0.00
Total Mayor's Court	53,575.00
Finance Department	
Personal Services	279,200.00

Travel	500.00
Contractual Services	24,300.00
Supplies and Materials	9,050.00
Capital Outlay	4,050.00
Other Uses	0.00
Total Finance Department	317,100.00
Income Tax Department	
Personal Services	115,470.00
Travel	1,000.00
Contractual Services	16,150.00
Supplies and Materials	4,400.00
Capital Outlay	2,050.00
Other Uses	75,000.00
Total Income Tax Department	214,070.00
Municipal Building	
Contractual Services	50,660.00
Supplies and Materials	18,970.00
Capital Outlay	0.00
Total Municipal Building	69,630.00
Cell Tower Parcel N Broad St	
Contractual Services	365.00
Total Cell Tower Parcel N Broad St	365.00
Civil Service Commission	
Personal Services	730.00
Travel	0.00
Contractual Services	1,650.00
Supplies and Materials	1,025.00
Capital Outlay	0.00
Other Uses	60.00
Total Civil Service Commission	3,465.00
Charter Review Commission	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Total Charter Review Commission	0.00
County Auditor and Treasurer Fees	
Contractual Services	2,510.00
Total County Auditor and Treasurer Fees	2,510.00
State Examiners Fees	
Contractual Services	28,050.00
Total State Examiners Fees	28,050.00
Municipal Attorney	
Personal Services	62,750.00
Travel	0.00

Contractual Services	10,175.00
Supplies and Materials	0.00
Total Municipal Attorney	72,925.00
General Services	
Travel	0.00
Contractual Services	107,100.00
Supplies and Materials	4,250.00
Capital Outlay	0.00
Total General Services	111,350.00
Cardinal Joint Fire District Reimbursement	
Travel	0.00
Contractual Services	10,300.00
Supplies and Materials	27,000.00
Capital Outlay	0.00
Other Uses	0.00
Total Cardinal Joint Fire District Reimbursement	37,300.00
IT Department	
Personal Services	208,150.00
Travel	0.00
Contractual Services	10,400.00
Supplies and Materials	4,700.00
Capital Outlay	4,050.00
Other Uses	0.00
Total IT Department	227,300.00
Street Lights	
Contractual Services	42,600.00
Total Street Lights	42,600.00
Police Department	
Personal Services	2,313,000.00
Travel	5,000.00
Contractual Services	263,360.00
Supplies and Materials	199,650.00
Capital Outlay	120,300.00
Debt Service	162,400.00
Other Uses	0.00
Total Police Department	3,063,710.00
Police Department (OCJS Coronavirus)	
Supplies and Materials	9,397.24
Total Police Department (OCJS Coronavirus)	9,397.24
Payment to County Health Program	
Contractual Services	60,150.00
Total Payment to County Health Program	60,150.00
Planning and Zoning	
Personal Services	97,535.00

Travel	25.00
Contractual Services	11,050.00
Supplies and Materials	3,550.00
Capital Outlay	1,025.00
Other Uses	100.00
Total Planning and Zoning	113,285.00

Other Uses/Transfers	
Other Uses	0.00
Advances	0.00
Transfers	70,000.00
Total Other Uses/Transfers	70,000.00

Grand Total General Fund **4,799,257.24**

Self Insurance Fund	
Personal Services	0.00
Travel	0.00
Contractual Services	2,000.00
Supplies and Materials	2,000.00
Capital Outlay	0.00
Other Uses	0.00
Transfers	0.00
Total Self Insurance Fund	4,000.00

Unclaimed Monies Fund	
Other Uses	0.00
Transfers	0.00
Total Unclaimed Monies Fund	0.00

Grand Total General Fund with Self Insurance Fund **4,803,257.24**

Special Revenue Funds

Parks Fund	
Village Green	
Personal Services	2,225.00
Travel	0.00
Contractual Services	7,550.00
Supplies and Materials	4,000.00
Capital Outlay	0.00
Transfers	0.00
Total Village Green	13,775.00
Village Green (Parks Board)	
Travel	0.00
Contractual Services	10.00
Supplies and Materials	0.00
Capital Outlay	0.00
Total Village Green (Parks Board)	10.00

Greasel Park

Personal Services	10,435.00
Travel	0.00
Contractual Services	4,100.00
Supplies and Materials	1,675.00
Capital Outlay	0.00
Other Uses	240.00
Total Greasel Park	16,450.00
Greasel Park (Parks Board)	
Travel	0.00
Contractual Services	50.00
Supplies and Materials	2,550.00
Capital Outlay	0.00
Total Greasel Park (Parks Board)	2,600.00
Greasel Park (Playground Equipment)	
Contractual Services	0.00
Supplies and Materials	715.00
Capital Outlay	0.00
Total Greasel Park (Playground Equipment)	715.00
Fair Park	
Personal Services	10,110.00
Travel	0.00
Contractual Services	17,660.00
Supplies and Materials	2,700.00
Capital Outlay	0.00
Other Uses	5,000.00
Total Fair Park	35,470.00
Fair Park (Parks Board)	
Travel	0.00
Contractual Services	10.00
Supplies and Materials	0.00
Capital Outlay	0.00
Total Fair Park (Parks Board)	10.00
Transfers	
Transfers	0.00
Total Transfers	0.00
Grand Total Parks Fund	69,030.00
Parks and Village Green Trust Fund	
Village Green	
Capital Outlay	0.00
Other Uses	0.00
Total Village Green	0.00
Greasel Park	
Capital Outlay	0.00

Other Uses	0.00
Total Greasel Park	0.00
Fair Park	
Capital Outlay	0.00
Other Uses	0.00
Total Fair Park	0.00
Grand Total Parks and Village Green Trust Fund	0.00
Fair Park Trust Fund	
Transfers	0.00
Total Fair Park Trust Fund	0.00
Recreation Fund	
Events on the Green	
Travel	0.00
Contractual Services	4,525.00
Supplies and Materials	0.00
Total Events on the Green	4,525.00
Memorial Day	
Contractual Services	1,000.00
Total Memorial Day	1,000.00
Fourth of July Activities	
Contractual Services	7,510.00
Total Fourth of July Activities	7,510.00
Grand Total Recreation Fund	13,035.00
Cemeteries Fund	
Cemeteries Operating	
Personal Services	27,895.00
Travel	0.00
Contractual Services	5,235.00
Supplies and Materials	8,200.00
Capital Outlay	39,200.00
Other Uses	0.00
Transfers	0.00
Total Cemeteries Operating	80,530.00
Cemeteries (Parks Board)	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
Total Cemeteries (Parks Board)	0.00
Grand Total Cemeteries Fund	80,530.00

Street C M & R Fund	
Street C M & R Operating	
Personal Services	429,650.00
Travel	500.00
Contractual Services	183,585.00
Supplies and Materials	208,550.00
Capital Outlay	744,561.00
Debt Service	23,600.00
Total Street C M & R Operating	1,590,446.00
Street C M & R (Parks Board)	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
Total Street C M & R (Parks Board)	0.00
Other Uses/Transfers	
Advances	0.00
Transfers	0.00
Total Other Uses/Transfers	0.00
Grand Total Street C M & R Fund	1,590,446.00
State Highway Fund	
Travel	0.00
Contractual Services	29,800.00
Supplies and Materials	42,350.00
Capital Outlay	0.00
Total State Highway Fund	72,150.00
Street Lighting Special Assessment Fund	
Street Lighting Miscellaneous	
Contractual Services	0.00
Transfers	0.00
Total Street Lighting Miscellaneous	0.00
Street Lights-Topaz Cir	
Contractual Services	2,820.00
Total Street Lights-Topaz Cir	2,820.00
Street Lights-Woodridge	
Contractual Services	2,224.00
Total Street Lights-Woodridge	2,224.00
Street Lights-Timber Run	
Contractual Services	2,740.00
Total Street Lights-Timber Run	2,740.00

Street Lights-Russo Ave	
Contractual Services	3,820.00
Total Street Lights-Russo Ave	3,820.00
Street Lights-Jade Cir	
Contractual Services	2,220.00
Total Street Lights-Jade Cir	2,220.00
Street Lights-Willow Way	
Contractual Services	780.00
Total Street Lights-Willow Way	780.00
Street Lights-Morningview Cir	
Contractual Services	1,420.00
Total Street Lights-Morningview Cir	1,420.00
Street Lights-Laurel Hills	
Contractual Services	1,020.00
Total Street Lights-Laurel Hills	1,020.00
Street Lights-Montgomery	
Contractual Services	4,125.00
Total Street Lights-Montgomery	4,125.00
Street Lights-Preserve Blvd	
Contractual Services	2,220.00
Total Street Lights-Preserve Blvd	2,220.00
Street Lights-Willow Bend	
Contractual Services	425.00
Total Street Lights-Willow Bend	425.00
Street Lights-Stonebridge 4	
Contractual Services	1,720.00
Total Street Lights-Stonebridge 4	1,720.00
Street Lights-Hickory Hollow	
Contractual Services	1,020.00
Total Street Lights-Hickory Hollow	1,020.00
Street Lights-Stonebridge 5	
Contractual Services	1,420.00
Total Street Lights-Stonebridge 5	1,420.00
Street Lights-Laurel Hills 2	
Contractual Services	1,220.00
Total Street Lights-Laurel Hills 2	1,220.00
Street Lights-Willow Bend Ph 2	
Contractual Services	720.00
Total Street Lights-Willow Bend Ph 2	720.00

Street Lights-Preserve-Plat 8-Mallard Crossing	
Contractual Services	1,530.00
Total Street Lights-Preserve-Plat 8-Mallard Crossing	1,530.00
Street Lights-Preserve-Plat 9-Woodland Run/Oakview Crossing	
Contractual Services	1,420.00
Total Street Lights-Preserve-Plat 9-Woodland Run/Oakview Crossing	1,420.00
Street Lights-Stonebridge Plat 7-Alabaster/Charleston	
Contractual Services	1,420.00
Total Street Lights-Stonebridge Plat 7-Alabaster/Charleston	1,420.00
Street Lights-Stonebridge Plat 6-Lake Wobegon/Timber Run	
Contractual Services	1,420.00
Total Street Lights-Stonebridge Plat 6-Lake Wobegon/Timber Run	1,420.00
Street Lights-Kings Lake Subdivision	
Contractual Services	4,670.00
Debt Service	35,650.00
Total Street Lights-Kings Lake Subdivision	40,320.00
Grand Total Street Lighting Special Assessment Fund	76,024.00
Red Gate Operating Fund	
Personal Services	0.00
Travel	0.00
Contractual Services	28,500.00
Supplies and Materials	2,550.00
Capital Outlay	0.00
Debt Service	0.00
Other Uses	0.00
Transfers	0.00
Total Red Gate Operating Fund	31,050.00
Police Department Operating Levy Fund	
Personal Services	551,175.00
Travel	0.00
Contractual Services	28,550.00
Supplies and Materials	60,000.00
Capital Outlay	125,384.00
Debt Service	32,700.00
Other Uses	0.00
Total Police Department Operating Levy Fund	797,809.00
Coronavirus Relief Fund	
Personal Services	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
Other Uses	0.00
Total Coronavirus Relief Fund	0.00

Law Enforcement Trust Fund	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	1,000.00
Capital Outlay	0.00
Other Uses	0.00
Total Law Enforcement Trust Fund	1,000.00

Mandatory Drug Fine Fund	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
Other Uses	0.00
Total Mandatory Drug Fine Fund	0.00

Education Enforcement Trust Fund	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	0.00
Capital Outlay	0.00
Other Uses	0.00
Total Education Enforcement Trust Fund	0.00

DEA Federal Forfeiture Fund	
Travel	0.00
Contractual Services	0.00
Supplies and Materials	1,000.00
Capital Outlay	0.00
Other Uses	0.00
Total DEA Federal Forfeiture Fund	1,000.00

OVI Task Force Grant Fund FY2021	
Personal Services	52,675.86
Travel	0.00
Contractual Services	22,285.80
Supplies and Materials	5,014.40
Capital Outlay	0.00
Total OVI Task Force Grant Fund FY2021	79,976.06

COPS School Violence Prevention Fund	
Personal Services	0.00
Travel	0.00
Contractual Services	0.00
Supplies and Materials	83,942.16
Capital Outlay	0.00
Total COPS School Violence Prevention Fund	83,942.16

Grand Total Special Revenue Funds

2,895,992.22

Debt Service Funds

Red Gate Debt Retirement Fund

Debt Service-Principal	75,020.00
Debt Service-Interest	5,850.00
Total Red Gate Debt Retirement Fund	80,870.00
<i>Total Debt Service Funds</i>	80,870.00
<i>Capital Projects Funds</i>	
General Capital Improvement Fund	
Capital Outlay	0.00
Transfers	0.00
Total General Capital Improvement Fund	0.00
<i>Total Capital Projects Funds</i>	0.00
<i>Permanent Funds</i>	
Cemetery Perpetual Care Fund	
Contractual Services	0.00
Transfers	0.00
Total Cemetery Perpetual Care Fund	0.00
<i>Total Permanent Funds</i>	0.00
<i>Proprietary Funds</i>	
<i>Water Enterprise Funds</i>	
Water Operating Fund	
Personal Services	232,575.00
Travel	500.00
Contractual Services	1,374,060.00
Supplies and Materials	136,325.00
Capital Outlay	143,644.00
Debt Service	0.00
Other Uses	500.00
Transfers	0.00
Total Water Operating Fund	1,887,604.00
Waterline Improvements Fund	
Contractual Services	0.00
Capital Outlay	342,930.00
Debt Service	14,100.00
Other Uses	0.00
Transfers	0.00
Total Waterline Improvements Fund	357,030.00
<i>Total Water Enterprise Funds</i>	2,244,634.00
<i>Sanitary Sewer Enterprise Funds</i>	
Sanitary Sewer Operating Fund	
Personal Services	303,900.00

Travel	250.00
Contractual Services	1,171,375.00
Supplies and Materials	25,425.00
Capital Outlay	39,721.00
Other Uses	8,000.00
Transfers	0.00
Total Sanitary Sewer Operating Fund	1,548,671.00

Sanitary Sewer System Debt Retirement Fund	
Debt Service	41,170.00
Other Uses	0.00
Total Sanitary Sewer System Debt Retirement Fund	41,170.00

Sanitary Sewer System Improvements Fund	
Contractual Services	0.00
Capital Outlay	0.00
Debt Service	39,500.00
Other Uses	0.00
Transfers	0.00
Total Sanitary Sewer System Improvements Fund	39,500.00

Total Sanitary Sewer Enterprise Funds **1,629,341.00**

Storm Water Enterprise Funds

Storm Water Operating Fund	
Personal Services	180,925.00
Travel	100.00
Contractual Services	111,050.00
Supplies and Materials	62,150.00
Capital Outlay	1,817,790.00
Debt Service	7,200.00
Other Uses	100.00
Transfers	0.00
Total Storm Water Operating Fund	2,179,315.00

Total Storm Water Enterprise Funds **2,179,315.00**

Internal Service Funds

Health Care Self Insurance Fund	
Contractual Services	1,057,232.20
Total Health Care Self Insurance Fund	1,057,232.20

Total Internal Service Funds **1,057,232.20**

Grand Total Proprietary Funds **7,110,522.20**

Private Purpose Trust Funds

Cemetery Endowment Fund	
Contractual Services	0.00

Transfers	0.00
Total Cemetery Endowments Fund	0.00
<i>Total Private Purpose Trust Funds</i>	<i>0.00</i>
<i>Grand Totals All Funds</i>	<i>14,890,641.66</i>

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

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

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2021.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE PROVIDING TRANSFERS TO VARIOUS FUNDS.

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

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

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

From:	To:	
General Fund	Parks Fund	25,000.00
General Fund	Cemeteries Fund	45,000.00
Total		<u><u>70,000.00</u></u>

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

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2021.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____
First Reading: _____

**AN ORDINANCE AMENDING
WATER DEPARTMENT STANDARD SPECIFICATIONS**

WHEREAS, Appendix F, to Part Eleven, Title One of the Subdivision and Land Development Regulations of the Codified Ordinances of the City contain Water Department Standard Specifications, and

WHEREAS, the City Engineer has recommended amending such specifications.

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

Section 1. That the Water Department Standard Specifications attached hereto are hereby adopted to replace that same section of Part Eleven, Title One, Appendix F of the Subdivision and Land Development Regulations of the City.

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

PASSED IN COUNCIL THIS _____ day of _____, 2021.

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 TO FORM:

MUNICIPAL ATTORNEY

CITY OF CANFIELD, OHIO
WATER DEPARTMENT SPECIFICATIONS

1. These specifications set forth the standards required by the City of Canfield Water Department for improvements, repairs, and extensions of its water distribution and ancillary facilities. These specifications are supplemental to ODOT Construction and Materials Specifications (ODOT CMS) (Latest Edition). Where these specifications are silent, ODOT CMS shall govern. If there is a conflict between the City specifications and ODOT CMS, the City specifications shall govern.
2. Where standards are identified within these specifications, those standards shall mean the latest edition of those standards. AWWA Standards shall mean those standards as set forth by the American Water Works Association.
3. Deviation from these specifications will not be permitted without the express, written authorization from the City of Canfield Water Department.
4. All waterlines shall be ductile iron pipe manufactured in conformance with AWWA C150 and AWWA C151. The City of Canfield Water Department reserves the right, in its sole discretion, to approve the use of AWWA C900 PVC pipe.
5. PVC water mains require a tracer wire on top of the PVC pipe with the tracer wire connected to all valves, fittings and fire hydrants.
6. All waterlines shall be installed with 6" wide marking tape laid on top of the waterline within the trench at a depth no more than 24" deep or as recommended by the manufacturer.
7. Ductile iron pipe shall be Thickness Class 52. C900 PVC, if approved, shall be DR 18.
8. Ductile iron pipe shall be cement-mortar lined in accordance with AWWA C104.
9. Pipe joints shall be push-on joints, and shall be jointed by the use of a rubber ring gasket inserted in the bell end.
10. Ductile iron pipe shall be polyethylene encased in conformance with AWWA C105
11. All waterline fittings shall be ductile iron in conformance with AWWA C153.
12. Plugs, caps, tees, hydrants, elbows, and bends shall be provided with thrust blocking in conformance with ODOT Item 638. Fittings shall also have mechanical restraining devices installed such as EBAA Megalug systems or equal.
13. Installation practices shall be in conformance with AWWA C600.

14. All waterlines shall be installed to maintain a minimum depth to the top of pipe of four (4) feet. All waterline and appurtenances shall be installed with a trench depth to allow for a minimum of six (6) inches of sand (ODOT 703.06) below the bottom of pipe. Sand bedding shall continue to a minimum of twelve (12) inches above the top of pipe. Trench width shall be pipe outside diameter plus two (2) feet.
15. Backfill on top of sand bedding within five (5) feet of pavement edges shall require compacted Type 1 structural backfill (ODOT 703.11) using ODOT 304. Slag shall not be permitted. Suitable approved compacted excavated material will be permitted in grass areas above the sand bedding.
16. All mainline and fire hydrant watch valves four (4) inches through twelve (12) inches shall be resilient seated gate valves in conformance with AWWA C515.
17. Mainline valves greater than twelve (12) inches shall be rubber seated gate valves in conformance with AWWA C515, unless otherwise approved by the City of Canfield Water Department.
18. All valve interiors shall be provided with an epoxy coating conforming to NSF/ANSI 61.
19. All valves shall open to the left/close to the right and shall be provided with a two (2) inch square operating nut with arrow cast to indicate direction of operation.
20. Fire hydrants shall comply with AWWA C502 and shall be American Darling B-62-B, Mueller Super Centurion A-424, or Clow Medallion model unless otherwise approved by the City of Canfield Water Department. Threads shall be as required by the Cardinal Joint Fire District. Fire hydrants shall be 5 1/4" barrel, stainless steel upper and lower stem and bronze bottom plate, oil filled lubrication type, and color shall be safety yellow.
21. Corporation stops shall be Mueller Products Part Number H-15000 or approved equal. Upon payment of necessary fees and issuance of permit, taps will be performed by the City water department or by City approved tapping contractors.
22. Curb stops shall be one-quarter (1/4) turn with check and solid tee head. Curb stops shall be Mueller Oriseal, A.Y. McDonald, or approved equal, meeting AWWA C800.
23. Service lines between the corporation stop and curb stop shall be Type K copper. Service lines after the curb stop shall also be type K copper to the water meter.
24. When new development occurs, all far side parcels shall have their service line installed from the waterline to the far side curb stop by the property owner/developer. For the purposes of the City specifications, the far side refers to parcels located on the side of the street opposite of the main waterline installation.
25. Curb boxes shall be Buffalo Pattern 95E

26. Disinfection of waterlines shall conform to AWWA C651 and as approved or required by the City of Canfield Water Department.
27. Water lines shall be located out of roadway pavements, to the greatest extent possible. Preferred location of all waterlines shall be a minimum of ten (10) feet inside the right-of-way line of all streets. The City reserves the right to require jack and bore casing to eliminate open-cut crossings of City streets. Waterlines shall be located a minimum of ten (10) feet from all sanitary and storm sewer lines and shall cross at an elevation of no less than eighteen (18) inches vertically from said sewer, with preference to be above the sewer. The City reserves the sole right to permit deviation from these requirements, on a case-by-case basis.
28. Fire hydrants shall be located in the middle of residential lots and shall be generally spaced from 350 to 600 feet, depending on the area being served.
29. Mainline valves should be located at no more than 500 foot intervals in commercial districts and at no more than one block or 800 foot intervals in residential areas.
30. Waterlines shall be installed so as to eliminate dead ends whenever practical. Approval of dead ends is at the sole discretion of the City. Blow-off settings, as a means of flushing, shall not be acceptable. Flushing shall only be accomplished by means of a fire hydrant.
31. Pressure testing shall be required to withstand two (2) times the operating pressure and shall conform to AWWA C600.
32. The City of Canfield Water Department shall be notified a minimum of 48 hours in advance at 330-533-3315 prior to beginning any construction affecting the City of Canfield water distribution system.
33. The City of Canfield reserves the right to alter or add to these requirements in the best interests of the City of Canfield water distribution system.

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE CONTROLLING POST-
CONSTRUCTION WATER QUALITY RUNOFF

WHEREAS, flooding and streambank erosion in the City of Canfield are a significant threat to public health and safety and public and private property, and storm water quantity control slows runoff and reduces its erosive force, and flood damage; and

WHEREAS, insufficient quality of storm water runoff can result in significant damage to receiving water resources, impairing the capacity of these resources to sustain aquatic systems and their associated aquatic life use designations; and

WHEREAS, there is a regional effort to improve the quality of water in the rivers, streams, ponds, and lakes within various watersheds in Community and to protect and enhance the water resources of the Community, and the City of Canfield recognizes its obligation as a part of a watershed and the region to protect water quality by controlling runoff within its borders; and

WHEREAS, the City of Canfield has experienced and continues to experience significant costs associated with inadequate surface water quality including legal fees, engineering services, and increased state and federal regulation; and

WHEREAS, Title 40 Codified Federal Register (C.F.R.) Parts 9, 122, 123, and 124, referred to as NPDES Storm Water Phase II, require designated communities, including the City of Canfield, to develop a Storm Water Management Program to address the quality of storm water runoff, among other components, during and after soil disturbing activities; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution and Chapter 1511 of the Ohio Revised Code grants municipalities the legal authority to adopt rules to abate water pollution by soil sediments; and

WHEREAS, to promote public health and safety and sound economic development in the Community, it is important to provide homebuilders, developers, and landowners with consistent, technically feasible, and operationally practical standards for water quality runoff management; and

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

Section 1: **933.01 COMMUNITY DEFINED:** Throughout this regulation the Community shall mean the City of Canfield, State of Ohio, and its designated agents and representatives.

933.02 COMPREHENSIVE STORM WATER MANAGEMENT PLAN: The Post-Construction Stormwater Management Plan developed to meet this regulation will be coordinated and combined with the Riparian and Wetland Setback Plan and the Construction Site Conservation Plan that are developed for the same site. These plans will be titled and numbered in one consecutive sequence to make a Comprehensive Storm Water Management Plan for the site. The Comprehensive Storm Water Management Plan so developed will serve as the Storm Water Pollution Prevention Plan (SWP3) required by Ohio EPA as part of the NPDES Storm Water Permit for General Construction.

933.03PURPOSE: The intent of this regulation is to:

- (a) Allow development while reducing damage to receiving water resources and drainage systems that may be caused by new development or redevelopment activities.
- (b) Protect and maintain the receiving stream's physical, chemical, biological characteristics and stream functions.
- (c) Provide perpetual management of storm water runoff quality and quantity.
- (d) Establish consistent technically feasible and operationally practical standards to achieve a level of storm water quantity and quality control that will minimize damage to public and private property and degradation of water resources, and will promote and maintain the health, safety, and welfare of the residents of the Community.
- (e) Control storm water runoff resulting from soil disturbing activities.
- (f) Preserve, to the maximum extent practicable (MEP), the natural drainage characteristics of the building site.
- (g) Preserve, to the maximum extent practicable (MEP), natural infiltration and groundwater recharge, and maintain subsurface flow that replenishes water resources, wetlands, and wells.
- (h) Assure that storm water quality controls are incorporated into site planning and design at the earliest possible stage.
- (i) Reduce the need for costly treatment and mitigation for the damage to and loss of water resources that are the result of inadequate storm water quality control.
- (j) Reduce the long-term expense of remedial projects needed to address problems caused by inadequate storm water quality control
- (k) Require the incorporation of water quality protection that encourages and promotes habitat preservation into the construction of storm water management practices.
- (l) Ensure that all storm water quality practices are properly designed, constructed, and maintained.

933.04 DISCLAIMER OF LIABILITY: Neither submission of a plan under the provisions herein, nor compliance with the provisions of these regulations, shall relieve any person or entity from responsibility for damage to any person or property that is otherwise imposed by law.

933.05 CONFLICTS, SERVABILITY, NUISANCES & RESPONSIBILITY:

- (a) Where this ordinance imposes a greater restriction upon land than is imposed or required by other Community provisions of law, ordinance, contract or deed, the provisions of this ordinance shall prevail.
- (b) If a court of competent jurisdiction declares any clause, section, or provision of these regulations invalid or unconstitutional, the validity of the remainder shall not be affected thereby.

- (c) These regulations shall not be construed as authorizing any person to maintain a private or public nuisance on their property. Compliance with the provisions of this regulation shall not be a defense in any action to abate such nuisance.
- (d) Failure of the Community to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the Community, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

933.06 EFFECTIVE DATE: This ordinance and its regulations shall become effective upon their passage.

933.07 SCOPE: This ordinance applies to development areas having new or relocated projects involving highways, underground cables, pipelines, subdivisions, industrial projects, commercial projects, building activities on farms, redevelopment of urban areas and all other land uses not specifically exempted. This ordinance does not apply to:

- (a) Land-disturbing activities related to producing agricultural crops or Silviculture operations regulated by the Ohio Agricultural Sediment Pollution Abatement Rules (1501: 15-03-01 to 1501: 15-3-09 of the Ohio Administrative Code) and existing at the time of passage of this regulation.
- (b) Strip mining operations regulated by Chapter 1513 of the Ohio Revised Code and existing at the time of passage of this regulation.
- (c) Surface mining operations regulated by Chapter 1514 of the Ohio Revised Code and existing at the time of passage of this regulation.
- (d) Linear construction projects, (e.g., pipeline or utility line installation), which do not result in the installation of impervious surface and are independent of other construction projects (not part of a larger common plan of development or sale). However, linear construction projects must be designed to minimize the number of stream crossings and the width of disturbance.
- (e) Transportation projects that are subject to industry specific Ohio EPA Rules are exempt from these rules.
- (f) It is not the role of the community to point out each and every part of the rules and how to implement them on the individual job sites. It is the project owner's responsibility to be proactive in meeting the intent, purpose and requirements of these regulations.

933.08 CONSULTATIONS: In implementing these regulations the City Engineer or other Community officials may consult with the local county SWCD, state and federal agencies and other technical experts as necessary. Any costs associated with such consultations may be assessed to the applicant or his or her designated representative.

933.09 POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN: In order to control Post-Construction water quality damage and damage to public and private lands, the owner of each development area shall

be responsible for developing a Post-Construction Storm Water Management Report. The plan shall be submitted to the City Engineer for review and approval for all subdivisions, new development, or re-development of residential and non-residential parcels with a disturbed area of 1 acre or more.

The Post-Construction Stormwater Management Report Plan shall meet the following criteria:

- a) The current edition of the “Mahoning County Drainage Criteria and Storm Water Manual” and the policies, standards, specifications, and provisions contained therein shall apply to the development of all subdivisions, development, or redevelopment projects in the City.
- b) Critical storm methodology shall be as described in the most current version of the “Mahoning County Drainage Criteria and Storm Water Manual.”
- c) All requirements of the most current version of the Ohio EPA NPDES General Permit shall be satisfied.
- d) In the event that the regulations found in the Mahoning County Drainage Criteria and Storm Water Manual and the Ohio EPA NPDES General Permit differ, the more stringent regulations shall be followed, as directed by the City Engineer.
- e) The BMPs used to satisfy the condition of these regulations shall meet the standards and specifications in the current edition of the Ohio Rain Water and Land Development manual or other manual that is acceptable to the City Engineer or Ohio EPA.
- f) Runoff for proposed subdivision, development, and redevelopment sites shall be calculated using the SCS method. The allowable discharges shall be determined using the critical storm method.
- g) For sites that are currently developed and scheduled to be redeveloped, the pre-developed condition shall be defined to be 100% of the site as grassland for critical storm and volume storage calculations.
- h) In no case shall the post-developed runoff exceed the pre-developed runoff condition for an equivalent storm event.
- i) In no case shall a structure be located within the impoundment area of any stormwater storage facility or over any stormwater drainage or sewer line.
- j) Retention and Detention facilities within 500 feet of an existing dwelling shall be landscaped to as near predevelopment conditions as possible. The distance is measured from the outermost edge of the interior slope to the nearest existing habitable dwelling.
- k) Design and installation of all stormwater conveyance systems, storm sewers, and post-construction BMPs shall comply with all applicable federal, state, and local laws.
- l) Stormwater runoff must be managed and maintained on-site. The on-site collection system shall be designed to meet the current Mahoning County Drainage Criteria and Storm Water Manual. On-site collection system calculations shall be provided in the report. Downstream impacts shall not be allowed.
- m) Stormwater storage calculations shall be prepared in accordance with the following table:

<u>Rain Event</u>	<u>24-Hour Rainfall (in)¹</u>	<u>Pre-Developed Runoff (cfs)</u>	<u>Allowable Discharge (cfs)</u>	<u>Post-Developed Runoff (cfs)³</u>	<u>Post-Developed Runoff with Proposed BMP (cfs)⁴</u>	<u>Required Storage Volume (cf)</u>
<u>2 Year</u>						
<u>5 Year</u>						
<u>10 Year</u>						
<u>25 Year</u>						
<u>50 Year</u>						
<u>100 Year</u>						

¹ 24-hour rainfall rates are provided in Table 2-3 of the Mahoning County Drainage Criteria and Stormwater Manual.

² Allowable discharge rates are based on the critical storm guidelines.

³ Post –developed runoff is based off post-construction conditions in the absence of post-construction BMPs.

⁴Post-developed runoff when BMPs are installed and stormwater is routed through an approved outlet structure.

- n) A construction cost-estimate of the proposed stormwater improvements including on-site collection and post-construction BMP(s).
- o) The Post-Construction Stormwater Management Report shall be prepared and stamped by a Professional Engineer and must include hydraulic calculations that establish the adequacy of the drainage system of the proposed development site so as not to create or worsen drainage problems upstream and downstream of the site.

The construction drawings shall show the following:

- a) Site Description:
 - 1. The prior land uses of the site
 - 2. The nature and type of construction activity (e.g., low density residential, shopping mall, highway, etc.)
 - 3. Total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavating, filling or grading, including off-site borrow, fill or spoil areas and off-site utility installation areas).
 - 4. Amount of the impervious area and percent imperviousness created by the construction activity
 - 5. Name and/or location of the immediate receiving stream or surface water (s) and the first subsequent named receiving water and the major river watersheds in which it is located.
- b) A site plan showing the location of the following:
 - a. The larger common plan of development or sale.
 - b. Property lines including Owner information for the development parcel and adjacent parcels.
 - c. The limits of earth disturbing activity.
 - d. Existing and proposed topography shall be shown in one-foot intervals.
 - e. Existing and proposed drainage patterns and facilities of the site, including any allied drainage facilities beyond the development area and the larger common plan of development of sale.
 - f. The location of each proposed post-construction BMP(s), all utilities (existing and/or proposed), and all proposed on-site improvements.
 - g. All pertinent surrounding natural features within 200 feet of the development site.
 - h. The location of all existing and proposed easements.
 - i. Existing and proposed watershed boundary lines, direction of flow, and watershed acreage.

- j. The location of any existing or planned riparian and/or wetland setback areas on the property.
 - 1. Riparian Setback and/or wetland setback areas shall meet the requirements of the most current version of the Ohio EPA NPDES General Permit.
- c) Construction Details and Specifications:
 - a. Detail drawings and specifications for all post-construction BMP(s) shall be included within the drawings. The post-construction BMP(s) outlet structure detail must be included.

933.10 EASEMENTS:

Future access to all permanent vegetative and/ or mechanical Post-Construction water quality conservation practices (BMPs) and other areas, as required by the City Engineer, shall be secured by means of easements.

- (a) The easements shall be recorded in the name of the Community and, in single-family residential developments, the homeowners association.
- (b) Such easements shall be not less than twenty-five (25) feet in width, in addition to the width of the ditch, channel, or other facility it is to serve. Further, an easement of this type shall be provided on one (1) side of the flood control or storm drainage ditch, channel, or similar-type facility.
- (c) Access along the initial drainage system shall be by means of easements. Such easements shall be not less than twenty-five (25) feet in width, with a minimum ten (10) foot width on either side of the centerline.
- (d) Access adjacent to storage facilities shall consist of a twenty-five (25) foot easement in the case of detention (dry) basins, and a twenty-five (25) foot easement with a twenty-five foot level bench in the case of retention (wet) basins, measured from the top of the bank, and shall include the storage facility itself.
- (e) Easements for the emergency flow ways shall be a minimum of twenty-five (25) feet in width, or larger if required by the City Engineer.
- (f) Flood control or storm drainage easements containing underground facilities shall have a minimum width of twenty-five (25) feet.
- (g) The easements shall be restricted against the planting within said easement of trees, shrubbery or plantings with woody growth characteristics, and against the construction therein of buildings, accessory buildings, fences, walls or any other obstructions to the free flow of storm water and the movement of inspectors and maintenance equipment and also restricted against the changing of final grade from that described by the grading plan.

933.11 MAINTENANCE: Any portion of the permanent Post-Construction water quality management systems, including on-site and off-site treatment/storage facilities that are constructed by the owner, will be continuously maintained into perpetuity.

- a) Detail drawings and maintenance plans must be provided for all Post-Construction BMP(s).

- b) The person or entity responsible for continued maintenance of all vegetative and/or mechanical BMPs for both the construction and Post-Construction phases of the development shall be identified and a written agreement shall be entered into by the City and responsible entity for continued maintenance.
- c) Long-term maintenance requirements and schedules of all BMPs for both the construction and Post-Construction phases of the development will be identified.
- d) This plan will contain long-term maintenance inspection schedules, including the printed name and contact point of the Post-Construction landowner (e.g., president of the homeowners association, store manager, apartment complex manager, etc.)
- e) This plan will identify the person or entity financially responsible for maintaining the permanent inspection and maintenance of permanent storm water conveyance and storage structures and other conservation practices.
- f) The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent storm water, soil erosion and sediment control and water quality practices will be identified.
- g) Maintenance plans must ensure that pollutants collect within structural Post-Construction BMP practices be disposed of in accordance with local, state and federal guidelines.
- h) Maintenance plans shall be provided by the permittee to both the City Engineer and the Post-Construction operator of the BMP (including homeowner associations) upon completion of construction activities and prior to the City Engineer giving final approval for the completed construction.
- i) Single-Family Residential Developments: A Homeowners' Association shall be created and placed in title of the affected lands and shall be continuously responsible for Post-Construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.
- j) Multi-Family, Commercial and Industrial Developments: The plans will clearly state that the owner of the property shall be continuously responsible for Post-Construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.
- k) Maintenance Design: Low maintenance requirements are a priority in the design and construction of all facilities. Multi-use facilities incorporating assets such as aesthetics and recreation may be incorporated into the design of the drainage facilities. All permanent drainage, soil erosion, sediment control, water quality management systems and BMPs, including on-site and off-site structures and vegetation that are constructed or planted, must be inspected and maintained into perpetuity by the responsible party designated in the plans and the requirements of this chapter. Inspections and maintenance will be incorporated periodically throughout the year to ensure that the facilities are properly operational.
- l) Perpetual Maintenance Inspections: One (1) inspection with a written report will be performed each year. The written report will be given to the Zoning Inspector by May 1st of each and every year after the Best Management Practice (BMP) has been completed.

m) Structures that require a permit from the Ohio Division of Water: A written and stamped report from a professional engineer on the status of all structural BMPs that require a permit from the Ohio Department of Natural Resources (DNR) Division of Water. This applies to all BMPs that require a permit either at the time of construction or fall under the jurisdiction of ODNR Division of Water at any time after construction is completed.

n) Easements. A written report from an inspector on the status of all storm water management easements for each project shall be submitted to the City Engineer by May 18th of each year into perpetuity. These reports will document if restricted plantings, fences, and structures are on the easement and will identify the location of the noted easement restriction violations.

o) Best Management Practices (BMPS) that do not have a high risk for loss of life, bodily injury, or damage to structures or infrastructure related to imminent failure as determined by the City Engineer: A written and stamped report from a professional engineer, landscape architect or Certified Professional In Erosion and Sediment Control (CPESC) on the status of permanent soil erosion, sediment control, water quality management systems and the status of the related easements shall be submitted to the City Engineer by May 18th of each year into perpetuity.

p) BMPs that have a potential loss of life: A written and stamped report covering the status of all BMPs that have a potential for loss of life, bodily injury, or damage to structures or infrastructure will be prepared by a professional engineer or other individual possessing a valid state license that authorizes them to design the same type of BMP for construction.

933.12 MINIMUM STANDARDS: In order to control pollution of water resources, the owner or person responsible for the development area shall use conservation planning and practices to maintain the level of conservation established in the following standards:

(a) Standards and Specifications: Post-Construction runoff practices used to satisfy these standards shall meet the standards and specifications in the current edition of the Rainwater and Land Development manual, NRCS Field Office Technical Guide or the local county, or the Ohio EPA, whichever is most stringent. These standards are general guidelines and shall not limit the right of the City Engineer to impose at any time additional and/or more stringent requirements nor shall the standards limit the right of the City Engineer to waive, in writing, individual requirements. If the City Engineer waives, in writing, individual requirements the new owner will provide the City Engineer with the information and documentation required to assure the Ohio EPA that the waived requirement will not degrade water quality.

933.13 ALTERNATIVE ACTIONS: Where the City Engineer determines that site constraints exist in a manner that compromises the intent of this ordinance to improve the management of storm water runoff as established in this ordinance, practical alternatives may be used to result in an improvement of water quality and/or a reduction of storm water runoff. Such alternatives must be in keeping with the intent and likely cost of those measures that would otherwise be required to meet the objectives of this section. When possible, all practical alternatives shall be implemented within the drainage area of the proposed development project. Practical alternatives can include, but are not limited to:

- (a) Fees shall be paid in an amount specified by the City Engineer. The Community shall apply these fees to storm water management practices that improve the existing water quality.
- (b) Implementation of off-site storm water management practices.
- (c) Watershed or stream restoration.
- (d) Retrofitting of an existing storm water management practice.
- (e) Other practices approved by the City Engineer in keeping with the intent of this section.

933.14 COMPLIANCE WITH OTHER RULES AND REGULATIONS:

- (a) Ohio Dam Safety Laws: The provisions of the Ohio Dam Safety Laws shall be followed. Proof of compliance with the Ohio Dam Safety Law administered by the ODNR Division of Water shall be, but is not limited to, a copy of the ODNR Division of Water permit number or a copy of the project approval letter from the ODNR Division of Water or a letter from the site owner explaining why the Ohio Dam Safety Law is not applicable. The written proof will be provided to the City Engineer before a construction permit will be issued.
- (b) NPDES Permits: The provisions of the National Pollutant Discharge Elimination System (NPDES) Permits for construction activity, by the Ohio EPA, shall be followed. Proof of compliance shall be, but is not limited to, a copy of the Ohio EPA NPDES Permit number or a letter from the site owner explaining why the NPDES Permit is not applicable. The written proof will be provided to the City Engineer before a construction permit will be issued.
- (c) Federal and State Wetland Permits: The provisions of the U.S. Army Corps of Engineers dredge and fill permits for federally-protected wetlands shall be followed. The provisions of Ohio EPA's Isolated Wetlands Permits shall also be followed. Wetlands and other waters of the United States shall be delineated by protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of the application of these regulations. Written proof of compliance with both permit programs will be provided to the City Engineer before a construction permit will be issued. Proof of compliance shall be, but is not limited to, the following:
 - (1) A copy of the U.S. Army Corps of Engineers Individual Permit, if required for the project, showing project approval and any restrictions that apply to site activities; **or**
 - (2) A site plan showing that any proposed fill of waters of the United States conforms to the general and specific conditions specified in the applicable Nationwide Permit; **or**
 - (3) A letter from the site owner verifying that a qualified professional has surveyed the site and found no wetlands or other waters of the United States. Such a letter shall be noted on site plans submitted to the Community.

933.15 VIOLATIONS: No person shall violate, or cause, or knowingly permit to be violated, any of the provisions of these regulations, or fail to

comply with any such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations.

933.16 PENALTIES :

- (a) Whoever violates or fails to comply with any provision of these regulations is guilty of a misdemeanor of the first degree and shall be fined no more than one thousand dollars (\$1,000.00) or imprisoned for no more than one hundred eighty (180) days, or both, for each offense.
- (b) a separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.
- (c) Upon notice from the City Engineer, or designated representative, that work is being performed contrary to this regulations, such work shall immediately stop. Such notice shall be in writing and shall be given to the owner or person responsible for the development area, or person performing the work, and shall state the conditions under which such work may be resumed; provided, however, in instances where immediate action is deemed necessary for public safety or the public interest, the City Engineer may require that work be stopped upon verbal order pending issuance of the written order.
- (d) The imposition of any other penalties provided herein shall not preclude the Community, by or through its Law Director and/or any of his or her assistants, from instituting an appropriate action or proceeding in a Court of Proper Jurisdiction to prevent an unlawful development or to restrain, correct or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, or ordinances, rules or regulations or the orders of the City Engineer.

933.17 CONSTRUCTION AND MAINTENANCE GUARANTEE:

(a) All permanent storm water, soil erosion, sediment control and water quality practices not specifically waived by the Community shall be constructed prior to the granting of the Final Plat Approval. Upon the request of the owner, the Community may defer the construction or installation of a permanent storm water, soil erosion, sediment control or water quality practice prior to the approval of the final plat where, in the City Engineer's judgment, such proper construction or installation is not immediately necessary for the protection of the public health and safety; and where the prior installation or construction of such improvement would constitute an undue hardship on the owner because in the case of new vegetation or weather conditions, or because in the case of concrete, building construction could cause cracking and excessive wear and tear on new structures. In such event, the Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that such deferred improvements will be properly constructed or installed within an agreed specified time, but not to exceed six (6) months after the filing of such final plat.

(b)The owner will provide a maintenance guarantee for all permanent improvements, soil erosion, and sediment control and water quality practices.

(c) The Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that the planned temporary and permanent soil erosion, sediment control and water quality practices will be constructed and removed in a timely manner, as determined by the City Engineer.

1. The Guarantee: The guarantee of both performance and maintenance will be in the form of a Security Bond, Escrow Account, Verified Check or Cash. The security Bond, Escrow Account, Verified Check or Cash will be used by the Community to complete any guaranteed construction or removal of improvements or temporary and permanent soil erosion, sediment control and water quality practices that are not adequately completed, maintained or removed by the owner in a timely manner, as determined by the City Engineer. The Security Bond, Escrow Account, Verified Check or Cash will be in the total amount of both the performance guarantee and the maintenance guarantee. Ohio municipalities and counties may require performance bonds or other guarantees for water management improvement as stated in the ORC Chapter 711.101.
 - A. Security Bond, Escrow Account, Verified Check or Cash shall be deposited with the Community prior to review by the City Engineer and/or its consultants to cover professional services of the City Engineer, Building Commissioner, Zoning Inspector and/or other experts required by the City Engineer, Community Council, Mayor or Review Boards.
 - B. No soil disturbing activities shall be permitted until a Security Bond, Escrow Account, Verified Check or Cash has been posted to the satisfaction of the City Engineer sufficient for the Community to perform the obligations otherwise to be performed by the owner or person responsible for the development area as stated in this regulations, and to allow all work to be performed as needed in the event that the owner or person responsible for the development area fails to comply with the provisions of this regulation. The Security Bond, Escrow Account, Verified Check or Cash shall be released only after all work required by this regulation has been completed to the satisfaction of the City Engineer and all permit and inspection fees required by these regulations have been paid in full.
 - C. No project subject to this regulation shall commence without the Soil Erosion and Sediment Control, and Storm Water Management, and Water Quality Plans having been approved by the City Engineer or the Mahoning County Soil and Water Conservation District.
2. Performance Guarantee: The furnishing of a performance guarantee will be maintained in an amount of not less than 120% of the estimate approved by the City Engineer, of installation of the deferred improvements.
3. Maintenance Guarantee: The maintenance guarantee shall be maintained for a period of not less than two (2) years after final acceptance of the storm water, soil erosion, sediment control, and water quality practices in an amount equal to 20% of the estimate approved by the City Engineer, of the construction and, where necessary, removal of such practices.
4. Time Extension: The City Engineer may extend the time allowed for the installation of the improvements for which the performance guarantee has been provided with the receipt of a written request from the owner.

5. Completion: Upon completion of the construction of improvements or temporary and/or permanent, soil erosion, sediment control, and water quality practices and the removal of the temporary soil erosion, sediment control, and water quality practices for which the performance guarantee has been provided the owner shall notify the City Engineer of this fact.
6. Inspection: The Community will not release the Security Bond, Escrow Account, Verified Check or Cash guarantee until the City Engineer has inspected the site to ensure that the guaranteed item(s) have been completed and/or removed.
7. Release: The Construction Maintenance Guarantee shall not be released by the Community until all temporary soil erosion and sediment control practices that are no longer needed have been removed, property disposed of and any trapped sediment has been stabilized.

933.18 APPLICATION PROCEDURES FOR POST-CONSTRUCTION STORM WATER MANAGEMENT PLANS:

(a) This plan will be combined with the Soil Erosion and Sediment Control, Storm Water Management, Riparian Setback and Wetland Setback Plans that have also been developed for the site.

(b) Plans developed by the site owners and approved by the Community in accordance with this regulation do not relieve the site owner of responsibility for obtaining all other necessary permits and/or approvals from federal, state, county, and local agencies and departments. If requirements vary, the most stringent requirement shall be followed.

If the Community will be requiring that the local soil and water conservation district (SWCD) review the Post-Construction Water Quality Plans the Community should first discuss the issue and how to implement the SWCD plan reviews with the local SWCD.

(c) The site owner shall submit a report from the local county soil and water conservation district, which reviews the owner's development, plans and improvement plans. The applicant or his or her designated representative will pay any costs associated with obtaining the report(s) from the local county SWCD. A letter or report from the local County SWCD, and shall approve or return these with comments and recommendations for revisions, within thirty (30) working days after receipt of the plans as described above. A plan rejected because of deficiencies shall receive a report stating specific problems and the procedures for filing a revised plan. At the time of receipt of a revised plan another thirty (30) day review period shall begin.

(d) Plans submitted to the City Engineer for review and approval shall be accompanied by other required permits and documentation relevant to the project, including but not limited to the US Army Corps of Engineers, Ohio EPA, ODNR Division of Water and Ohio EPA NPDES Permit for Construction Activities.

(e) Five (5) sets of the plans and necessary data required by this regulation shall be submitted to the City Engineer as follows:

A. Format:

- 1) Text material will be on 8.5 by 11 inch paper.

- 2) Drawings will be on paper sized no larger than 24 inch by 36 inches.
- 3) An electronic copy of the drawings and plan shall be submitted in PDF format as directed by the City.

(f) The City Engineer shall review the plans, including the approval report from the local county SWCD, and shall approve or return these with comments and recommendations for revisions, within thirty (30) working days after receipt of the plan as described above. A plan rejected because of deficiencies shall receive a report stating specific problems and the procedures for filing a revised plan. At the time of receipt of a revised plan another thirty (30) day review period shall begin.

- a. Approved plans shall remain valid for two (2) years from the date of approval. After two (2) years the plan(s) approval automatically expires.
- b. No soil-disturbing activity shall begin before all necessary local, county, state and federal permits have been granted to the owner or operator.
- c. The Community will do construction inspections until the site is stabilized as determined by the City Engineer. The construction will not be considered completed until the City Engineer has conducted the Post Construction inspections.

Fees. 933.19

(a) For all subdivisions, new development, or re-development of residential and non-residential parcels that meet the requirements of this ordinance. The developer/owner shall submit a cash bond for the cost of engineering review by the City Engineer in the amount of Two Thousand Five Hundred Dollars (\$2,500). In the case of a subdivision, this fee is in addition to the subdivision review fee required under 1115.06(c); In the event minor review is required the remaining portion of the bond shall be refunded to the developer/owner. In the event major review is required by the City Engineer, and in the event greater cost than the cash bond is incurred, the developer/owner shall be billed for such additional costs.

(b) In addition to the above fee, the developer/owner shall be charged a fee by the City for the cost of engineering inspection by the City Engineer for all stormwater improvements to a new development, or re-development of residential and non-residential parcels covered under this ordinance. The developer/owner shall deposit with the Treasurer or Finance Director an amount of money to pay for engineering inspections of 10% of the stormwater construction cost, as approved by the City Engineer. In the case of subdivisions, the inspection fee shall be noted in Ordinance 1115.06 (e) of the Subdivision Regulations.

(c) The cost and expense of such inspection made by the City Engineer or his authorized representative shall be paid from such deposit upon itemized bills rendered. In the case of such expenditures exceeding such deposits, the excess shall be invoiced to the subdividers for payment. Failure to make such payment within a reasonable time on behalf of the subdivider shall constitute withholding final approval of said plat. In the case of such deposit exceeding said expenditures, the balance will be refunded to the

subdivider within a reasonable time after the completion of such inspection.

933.2019 DEFINITIONS, as used in this ordinance:

(a) **BEST MANAGEMENT PRACTICE (BMP):** Any practice or combination of practices that is determined to be the most effective, practicable (including technological, economic, and institutional considerations) means of preventing or reducing the amount of pollution generated by non-point sources of pollution to a level compatible with water quality goals. BMPs may include structural practices, conservation practices and operation and maintenance procedures.

(b) **CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC):** A person that has subscribed to the Code of Ethics and have met the requirements established by the CPESC Council of Certified Professional In Erosion and Sediment Control, Inc. to be a Certified Professional in Erosion and Sediment Control.

(c) **CHANNEL:** A natural stream that conveys water, or a ditch or channel excavated for the natural flow of water.

(d) **CONSERVATION:** The wise use and management of natural resources.

(e) **DEVELOPMENT AREA:** Any tract, lot, or parcel of land, or combination of tracts, lots or parcels of land, which are in one ownership, or are contiguous and in diverse ownership, where earth disturbing activity is to be performed.

(f) **DITCH:** An excavation, either dug or natural, for the purpose of drainage or irrigation, and having intermittent flow.

(g) **EARTH DISTURBING ACTIVITY:** Any grading, excavating, filling, or other alteration of the earth's surface where natural or man-made ground cover is destroyed.

(h) **EROSION AND SEDIMENT CONTROL:** A written and/or drawn soil erosion and sediment pollution control plan to minimize erosion and prevent off-site sedimentation throughout all earth disturbing activities on a development area.

(i) **EROSION AND SEDIMENT CONTROL PRACTICES:** Conservation measures used to control sediment pollution and including structural practices, vegetative practices and management techniques.

(j) **EXISTING:** In existence at the time of the passage of this ordinance and these regulations.

(k) **FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):** The agency with overall responsibility for administering the National Flood Insurance Program.

(l) **GRADING:** Earth disturbing activity such as excavation, stripping, cutting, filling, stockpiling, or any combination thereof.

(m) **GRUBBING:** Removing, clearing or scalping material such as roots, stumps or sod.

(n) IMPERVIOUS COVER: Any surface that cannot effectively absorb or infiltrate water. This includes roads, streets, parking lots, rooftops, and sidewalks.

(o) INTERMITTENT STREAM: A natural channel that may have some water in pools but where surface flows are non-existent or interstitial (flowing through sand and gravel in stream beds) for periods of one week or more during typical summer months.

(p) LARGER COMMON PLAN OF DEVELOPMENT OR SALE: A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

(q) LANDSLIDE: The rapid mass movement of soil and rock material downhill under the influence of gravity in which the movement of the soil mass occurs along an interior surface of sliding.

(r) LOCAL COUNTY SWCD: The local county Soil and Water Conservation District.

(s) NATURAL RESOURCES CONSERVATION SERVICES (NRCS): An agency of the United States Department of Agriculture, formerly known as the Soil Conservation Service (SCS).

(t) NPDES PERMIT: A National Pollutant Discharge Elimination System Permit issued by Ohio EPA under the authority of the USEPA, and derived from the Federal Clean Water Act.

(u) OHIO EPA: The Ohio Environmental Protection Agency.

(v) OUTFALL: An area where water flows from a structure such as a conduit, storm sewer, improved channel or drain, and the area immediately beyond the structure which is impacted by the velocity of flow in the structure.

(w) PERSON: Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, township, county, state agency, the federal government, or any combination thereof.

(x) PROFESSIONAL ENGINEER: A person registered in the State of Ohio as a Professional Engineer, with specific education and experience in water resources engineering, acting in strict conformance with the Code of Ethics of the Ohio Board of Registration for Engineers and Surveyors.

(y) REDEVELOPMENT: The demolition or removal of existing structures or land uses and construction of new ones.

(z) RETENTION BASIN: A storm water management pond that maintains a permanent pool of water. These storm water management ponds include a properly engineered/designed volume dedicated to the temporary storage and slow release of runoff waters.

(aa) RIPARIAN AREA: Naturally vegetated land adjacent to watercourses which, if appropriately sized, helps to limit erosion, reduce flood flows, and/or filter and settle out runoff pollutants, or which performs other functions consistent with the purposes of these regulations.

(bb)RIPARIAN SETBACK: Those lands within the Community which are alongside streams, and which fall within the area that the Community prohibits and restricts Changes in land use and the building of structures.

(cc) SEDIMENT: Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity or ice, and has come to rest on the earth's surface either on dry land or in a body of water.

(dd) SEDIMENT BASIN: A temporary Sediment Pond that releases runoff at a controlled rate. It is designed to slowly release runoff, detaining it long enough to allow most of the sediment to settle out of the water. The outlet structure is usually a designed pipe riser and barrel. The entire structure is removed after construction. Permanent storm water detention structures can be modified to function as temporary Sediment Basins.

(ee) SEDIMENT CONTROL: The limiting of sediment being transported by controlling erosion or detaining sediment-laden water, allowing the sediment to settle out.

(ff) SEDIMENT POLLUTION: A failure to use management or conservation practices to control wind or water erosion of the soil and to minimize the degradation of water resources by soil sediment in conjunction with land grading, excavating, filling, or other soil-disturbing activities on land used or being developed for commercial, industrial, residential, or other purposes.

(gg) SEDIMENT TRAP: A temporary sediment-settling pond having a simple spillway outlet structure stabilized with geotextile and riprap

(hh)SENSITIVE AREA: An area or water resource that requires special management because of its susceptibility to sediment pollution, or because of its importance to the well-being of the surrounding communities, region, or the state and includes, but is not limited to, the following:

1. Ponds, wetlands or small lakes with less than five acres of surface area;
2. Small streams with gradients less than ten feet per mile with average annual flows of less than 3.5 feet per second containing sand or gravel bottoms.
3. Drainage areas of a locally designated or an Ohio designated Scenic River.
4. Riparian and wetland areas.

(ii) SETTLING POND: A runoff detention structure, such as a Sediment Basin or Sediment Trap, which detains sediment-laden runoff, allowing sediment to settle out.

(jj) SHEET FLOW: Water runoff in a thin uniform layer or rills and which is of small enough quantity to be treated by sediment barriers.

(kk) SLIP: A landslide as defined under "Landslides".

(ll) SLOUGHING: A slip or downward movement of an extended layer of soil resulting from the undermining action of water or the earth disturbing activity of man.

(mm) SOIL: Unconsolidated erodible earth material consisting of minerals and/or organics.

- (nn) SOIL CONSERVATION SERVICE, USDA: The federal agency now titled the “Natural Resources Conservation Service”, which is an agency of the United States Department of Agriculture.
- (oo) SOIL STABILIZATION: Vegetative or structural soil cover that controls erosion, and includes permanent and temporary seed, mulch, sod, pavement, etc.
- (pp) SOIL SURVEY: The official soil survey produced by the Natural Resources Conservation Service, USDA in cooperation with the Division of Soil and Water Conservation, ODNR and the local Board of County Commissioners.
- (qq) STORM WATER RUNOFF: Surface water runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels or storm sewers, and which exceeds the maximum specified flow rates of filters or perimeter controls intended to control sheet flow.
- (rr) STREAM. A body of water running or flowing on the earth’s surface, or a channel with defined bed and banks in which such flow occurs. Flow may be seasonally intermittent.
- (ss) USEPA: The United States Environmental Protection Agency.
- (tt) WATERCOURSE: Any natural, perennial, or intermittent channel, stream, river or brook.
- (uu) WATER RESOURCES: All streams, lakes, ponds, wetlands, water courses, waterways, drainage systems, and all other bodies or accumulations of surface water, either natural or artificial, which are situated wholly or partly within, or border upon this state, or are within its jurisdiction, except those private waters which do not combine or affect a junction with natural surface waters.
- (vv) WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas.
- (ww) WETLAND SETBACK: Those lands within the Community that fall within the area defined by the criteria set forth in these regulations.

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

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2021.

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:

_____.

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

CLERK OF COUNCIL

CHAPTER 933

Post-Construction Water Quality Runoff

- 933.01 **Community defined.**
- 933.02 **Comprehensive Storm Water Management Plan.**
- 933.03 **Purpose.**
- 933.04 **Disclaimer of liability.**
- 933.05 **Conflicts, severability, nuisances and responsibility.**
- 933.06 **Effective date.**
- 933.07 **Scope.**
- 933.08 **Consultations.**
- 933.09 **Post-Construction Water Quality Control Plan.**
- 933.10 **Easements.**
- 933.11 **Maintenance.**
- 933.12 **Minimum standards.**
- 933.13 **Alternative actions.**
- 933.14 **Compliance with other rules and regulations.**
- 933.15 **Violations.**
- 933.16 **Penalties.**
- 933.17 **Construction and maintenance guarantee.**
- 933.18 **Application procedures for post-construction water quality plans.**
- 933.19 **Definitions.**

933.01 COMMUNITY DEFINED.

Throughout this regulation the Community shall mean the City of Canfield, State of Ohio, and its designated agents and representatives.

(Ord. 2009-27. Passed 5-20-09.)

933.02 COMPREHENSIVE STORM WATER MANAGEMENT PLAN.

The Post-Construction ~~Water Quality Plan~~[Stormwater Management Plan](#) developed to meet this regulation will be coordinated and combined with the Riparian and Wetland Setback Plan and the Construction Site Conservation Plan that are developed for the same site. These plans will be titled and numbered in one consecutive sequence to make a Comprehensive Storm Water Management Plan for the site. The Comprehensive Storm Water Management Plan so developed will serve as the Storm Water Pollution Prevention Plan (SWP3) required by Ohio EPA as part of the NPDES Storm Water Permit for General Construction.

(Ord. 2009-27. Passed 5-20-09.)

933.03 PURPOSE.

The intent of this regulation is to:

- (a) Allow development while reducing damage to receiving water resources and drainage systems that may be caused by new development or redevelopment activities.
- (b) Protect and maintain the receiving stream's physical, chemical, biological characteristics and stream functions.
- (c) Provide perpetual management of storm water runoff quality and quantity.
- (d) Establish consistent technically feasible and operationally practical standards to achieve a level of storm water quantity and quality control that will minimize damage to public and private property and degradation of water resources, and will promote and maintain the health, safety, and welfare of the residents of the Community.
- (e) Control storm water runoff resulting from soil disturbing activities.
- (f) Preserve, to the maximum extent practicable (MEP), the natural drainage characteristics of the building site.
- (g) Preserve, to the maximum extent practicable (MEP), natural infiltration and groundwater recharge, and maintain subsurface flow that replenishes water resources, wetlands, and wells.
- (h) Assure that storm water quality controls are incorporated into site planning and design at the earliest possible stage.

- (i) Reduce the need for costly treatment and mitigation for the damage to and loss of water resources that are the result of inadequate storm water quality control.
- (j) Reduce the long-term expense of remedial projects needed to address problems caused by inadequate storm water quality control.
- (k) Require the incorporation of water quality protection that encourages and promotes habitat preservation into the construction of storm water management practices.
- (l) Ensure that all storm water quality practices are properly designed, constructed, and maintained.
(Ord. 2009-27. Passed 5-20-09.)

933.04 DISCLAIMER OF LIABILITY.

Neither submission of a plan under the provisions herein, nor compliance with the provisions of these regulations, shall relieve any person or entity from responsibility for damage to any person or property that is otherwise imposed by law.

(Ord. 2009-27. Passed 5-20-09.)

933.05 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY.

(a) Where this chapter imposes a greater restriction upon land than is imposed or required by other Community provisions of law, ordinance, contract or deed, the provisions of this chapter shall prevail.

(b) If a court of competent jurisdiction declares any clause, section, or provision of these regulations invalid or unconstitutional, the validity of the remainder shall not be affected thereby.

(c) These regulations shall not be construed as authorizing any person to maintain a private or public nuisance on their property. Compliance with the provisions of this regulation shall not be a defense in any action to abate such nuisance.

(d) Failure of the Community to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the Community, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

(Ord. 2009-27. Passed 5-20-09.)

933.06 EFFECTIVE DATE.

This chapter and its regulations shall become effective upon their passage.

(Ord. 2009-27. Passed 5-20-09.)

933.07 SCOPE.

This chapter applies to development areas having new or relocated projects involving highways, underground cables, pipelines, subdivisions, industrial projects, commercial projects, building activities on farms, redevelopment of urban areas and all other land uses not specifically exempted. This chapter does not apply to:

- (a) Land-disturbing activities related to producing agricultural crops or silviculture operations regulated by the Ohio Agricultural Sediment Pollution Abatement Rules (1501: 15-03-01 to 1501: 15-3-09 of the Ohio Administrative Code) and existing at the time of passage of this regulation.
- (b) Strip mining operations regulated by Chapter 1513 of the Ohio Revised Code and existing at the time of passage of this regulation.
- (c) Surface mining operations regulated by Chapter 1514 of the Ohio Revised Code and existing at the time of passage of this regulation.
- (d) Linear construction projects, (e.g., pipeline or utility line installation), which do not result in the installation of impervious surface and are independent of other construction projects (not part of a larger common plan of development or sale). However, linear construction projects must be designed to minimize the number of stream crossings and the width of disturbance.
- (e) Transportation projects that are subject to industry specific Ohio EPA Rules are exempt from these rules.
- (f) It is not the role of the community to point out each and every part of the rules and how to implement them on the individual job sites. It is the project owner's responsibility to be proactive in meeting the intent, purpose and requirements of these regulations.

(Ord. 2009-27. Passed 5-20-09.)

933.08 CONSULTATIONS.

In implementing these regulations the ~~Community Engineer~~[City Engineer](#) or other Community officials

may consult with the local county SWCD, state and federal agencies and other technical experts as necessary. Any costs associated with such consultations may be assessed to the applicant or his or her designated representative.

(Ord. 2009-27. Passed 5-20-09.)

933.09 POST-CONSTRUCTION WATER QUALITY CONTROL- PLAN-STORMWATER MANAGEMENT PLAN

In order to control Post-Construction water quality damage and damage to public and private lands, the owner of each development area shall be responsible for developing a Post-Construction Storm Water Management ReportPlan. The plan shall be submitted to the City Engineer for review and approval for all subdivisions, new development, or re-development of residential and non-residential parcels with a disturbed area of 1 acre or more.

The Post-Construction Stormwater Management Report and Calculations shall meet the following criteria:

- a) The current edition of the “Mahoning County Drainage Criteria and Storm Water Manual” and the policies, standards, specifications, and provisions contained therein shall apply to the development of all subdivisions, development, or redevelopment projects in the City.
- b) Critical storm methodology shall be as described in the most current version of the “Mahoning County Drainage Criteria and Storm Water Manual.”
- c) All requirements of the most current version of the Ohio EPA NPDES General Permit shall be satisfied.
- d) In the event that the regulations found in the Mahoning County Drainage Criteria and Storm Water Manual and the Ohio EPA NPDES General Permit differ, the more stringent regulations shall be followed, as directed by the City Engineer.
- e) The BMPs used to satisfy the condition of these regulations shall meet the standards and specifications in the current edition of the Ohio Rain Water and Land Development manual or other manual that is acceptable to the City Engineer or Ohio EPA.
- f) Runoff for proposed subdivision, development, and redevelopment sites shall be calculated using the SCS method. The allowable discharges shall be determined using the critical storm method.
- g) For sites that are currently developed and scheduled to be redeveloped, the pre-developed condition shall be defined to be 100% of the site as grassland for critical storm and volume storage calculations.
- h) In no case shall the post-developed runoff exceed the pre-developed runoff condition for an equivalent storm event.
- i) In no case shall a structure be located within the impoundment area of any stormwater storage facility or over any stormwater drainage or sewer line.
- j) Retention and Detention facilities within 500 feet of an existing dwelling shall be landscaped to as near predevelopment conditions as possible. The distance is measured from the outermost edge of the interior slope to the nearest existing habitable dwelling.
- k) Design and installation of all stormwater conveyance systems, storm sewers, and post-construction BMPs shall comply with all applicable federal, state, and local laws.
- l) Stormwater runoff must be managed and maintained on-site. The on-site collection system shall be designed to meet the current Mahoning County Drainage Criteria and Storm Water Manual. On-site collection system calculations shall be provided in the report. Downstream impacts shall not be allowed.

m) Stormwater storage calculations shall be prepared in accordance with the following table:

Rain	24-Hour Rainfall	Pre-Developed	Allowable Discharge	Post-Developed	Post-Developed Runoff with	Required Storage
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Event	(in) ¹	Runoff (cfs)	(cfs)	Runoff (cfs) ³	Proposed BMP (cfs) ⁴	Volume (cf)
2 Year						
5 Year						
10 Year						
25 Year						
50 Year						
100 Year						

¹24-hour rainfall rates are provided in Table 2-3 of the Mahoning County Drainage Criteria and Stormwater Manual.

²Allowable discharge rates are based on the critical storm guidelines.

³Post-developed runoff is based off post-construction conditions in the absence of post-construction BMPs.

⁴Post-developed runoff when BMPs are installed and stormwater is routed through an approved outlet structure.

- n) A construction cost-estimate of the proposed stormwater improvements including on-site collection and post-construction BMP(s).
- o) The Post-Construction Stormwater Management Report shall be prepared and stamped by a Professional Engineer and must include hydraulic calculations that establish the adequacy of the drainage system of the proposed development site so as not to create or worsen drainage problems upstream and downstream of the site.

The construction drawings shall show the following:

a) Site Description:

- ~~–(a) This plan will be combined with the Construction Site Conservation Plan and the Riparian Setback and Wetland Setback Plans that are also developed for the site.–~~
- ~~–(b) This plan will contain a description of controls appropriate for each construction operation covered by these regulations, and the operator will implement such controls in a timely manner.–~~
- ~~–(c) The BMPs used to satisfy the condition of these regulations shall meet the standards and specifications in the current edition of the Ohio Rain Water and Land Development manual, ODOT Post-Construction storm water standards, or other manual that is acceptable to the Community Engineer or Ohio EPA.–~~
- ~~–(d) The plan must make use of the practices that preserve the existing natural condition to the Maximum Extent Practicable (MEP).–~~
- ~~–(e) To meet the Post-Construction requirements of this regulation, the Post-Construction Water Quality Plan must contain a description of the Post-Construction Best Management Practices (BMPs) that will be installed during construction for the site and the rationale for their selection. The rationale must address the anticipated impacts on the channel and floodplain morphology, hydrology, and water quality.–~~
- ~~–(f) This plan will identify the person or entity responsible for continued maintenance of all vegetative and/or mechanical BMPs for both the construction and Post-Construction phases of the development.–~~
- ~~–(g) Long term maintenance requirements and schedules of all BMPs for both the construction and Post-Construction phases of the development will be identified.–~~
- ~~–(h) This plan will contain long term maintenance inspection schedules, including the printed name and contact point of the Post-Construction landowner (e.g., president of the homeowners association, store manager, apartment complex manager, etc.).–~~
- ~~–(i) This plan will identify the person or entity financially responsible for maintaining the permanent inspection and maintenance of permanent storm water conveyance and storage structures and other conservation practices.–~~
- ~~–(j) The method of ensuring that funding will be available to conduct the long term maintenance and inspections of all permanent storm water, soil erosion and sediment control and water quality~~

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practices will be identified.

- (k) The Post-Construction Plan will also contain the following information depending on the size of the development sites as well as any additional information required by the community engineer.
- (1) Development Sites Smaller than Five Acres: A development site that will disturb one (1) or more, but less than five (5) acres of land and is not a part of a larger common plan of development or sale which will disturb five or more acres of land shall identify:
 - A. Storm Water Issues: A statement as to how the decreased storm water quality that will be caused by the planned development project will be handled.
 - B. Structural BMPs: Structural (designed) Post-Construction storm water treatment practices shall be incorporated into the permanent drainage system for the site.
 - C. Property Sized BMPs: The BMP(s) chosen must be sized to treat the water quality volume (WQ) and ensure compliance with Ohio's Water Quality Standards in OAC Chapter 3745-1. The WQ shall be equivalent to the volume of runoff from a 0.75-inch rainfall and shall be determined according to one of the two following methods:
 - 1. Through a site hydrologic study approved by the local municipal permitting authority that uses continuous hydrologic simulation and local long-term hourly precipitation records or
 - 2. Using the following equation:
 - a. $WQ = C * P * A / 12$ where: WQ = water quality volume in acre-feet C = runoff coefficient appropriate for storms less than 1 inch (see Table 1) P = 0.75 inch precipitation depth A = area draining into the BMP in acres

Table 1 Runoff Coefficients Based on the Type of Land Use

Land Use	Runoff Coefficient
Industrial & Commercial	0.8
High Density Residential (.8 dwellings/acre)	0.5
Medium Density Residential (4 to 8 dwellings/acre)	0.4
Low Density Residential (.4 dwellings/acre)	0.3
Open Space and Recreational Areas	0.2

- D. Where the land use will be mixed, the runoff coefficient should be calculated using a weighted average. For example, if 60% of the contributing drainage area to the storm water treatment structure is Low Density Residential, 30% is High Density Residential, and 10% is Open Space, the runoff coefficient is calculated as follows $(0.6)(0.3) + (0.3)(0.5) + (0.1)(0.2) = 0.35$.
- E. An additional volume equal to 20 percent of the WQ shall be incorporated into the BMP for sediment storage and/or reduced infiltration capacity. The BMPs will be designed according to the methodology included in the Ohio Rainwater and Land Development manual, ODOT Post-Construction storm water standards, or other manual that is acceptable to Ohio EPA.
- F. BMPs shall be designed such that the drain time is long enough to provide treatment, but short enough to provide storage available for successive rainfall events as described in Table 2 below.

Table 2: Target Draw Down (Drain) Times for Structural Post-Construction Treatment Control Practices

Best Management Practice	Drain Time of WQ
Infiltration	14–48 hours
Vegetated Swale and Filter Strip	24 hours
Extended Detention Basin (Dry Basins)	48 hours

Retention Basins (Wet Basins)*	24 hours
Constructed Wetlands (Above permanent pool)	24 hours
Media Filtration, Bioretention	40 hours

Provide both a permanent pool and an extended detention volume above the permanent pool, each sized at 0.75 *WQ.

- G. The owner may request approval from the Community Engineer to use alternative structural Post-Construction BMPs if the owner can demonstrate, in a way that is acceptable to Ohio EPA rules and regulations, that the alternative BMPs are equivalent in effectiveness to those listed in Table 2 above. The use of alternative or vendor-supplied Post-Construction BMPs should be limited to redevelopment projects where justification is provided that the traditional BMPs in Table 2 are technically and economically infeasible.
- H. Construction activities shall be exempt from this condition if it can be demonstrated that the WQ is provided within an existing structural Post-Construction BMP that is part of a larger common plan of development or sale or if structural Post-Construction BMPs are addressed in a regional or local storm water management plan.
- I. For redevelopment projects (i.e., developments on previously developed property), Post-Construction practices shall either ensure a 20 percent net reduction of the site impervious area, provide for treatment of at least 20 percent of the WQ, or a combination of the two.
- J. Site Description:
1. The prior land uses of the site
 2. The nature and type of construction activity (e.g., low density residential, shopping mall, highway, etc.).
 3. Total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavating, filling or grading, including off-site borrow, fill or spoil areas and offsite utility installation areas).
 4. Amount of the impervious area and percent imperviousness created by the construction activity.
 5. Name and/or location of the immediate receiving stream or surface water(s) and the first subsequent named receiving water and the major river watersheds in which it is located.
- a) A site plan showing the location of the following:
- b) K. A vicinity sketch locating:
- a. The larger common plan of development or sale.
 - b. Property lines including Owner information for the development parcel and adjacent parcels.
 - c. The limits of earth disturbing activity.
 - d. Existing and proposed topography shall be shown in one-foot intervals.
 - e. Existing and proposed drainage patterns and facilities of the site, including any allied drainage facilities beyond the development area and the larger common plan of development of sale.
 - f. The location of each proposed post-construction BMP(s), all utilities (existing and/or proposed), and all proposed on-site improvements.
 - g. All pertinent surrounding natural features within 200 feet of the development site.
 - h. The location of all existing and proposed easements.
 - i. Existing and proposed watershed boundary lines, direction of flow, and watershed acreage.
 - j. The location of any existing or planned riparian and/or wetland setback areas on the property.
 - i. Riparian Setback and/or wetland setback areas shall meet the requirements of the most current version of the Ohio EPA NPDES General Permit.
- c) Construction Details and Specifications:
- a. Detail drawings and specifications for all post-construction BMP(s) shall be included within the drawings. The post-construction BMP(s) outlet structure detail must be included.

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- ~~1. The development area.~~
- ~~2. The larger common plan of development or sale.~~
- ~~3. All pertinent surrounding natural features within 200 feet of the development site including, but not limited to:-~~
- ~~4. Water resources such as wetlands, springs, lakes, ponds, rivers and streams (including intermittent streams with a defined bed and bank)-~~
- ~~5. Conservation Easements.~~
- ~~6. Other sensitive natural resources and areas receiving runoff from the development.~~
- ~~L. The existing and proposed topography shown in the appropriate contour intervals as determined by the Community Engineer (generally one-foot contours are used)-~~
- ~~M. The location and description of existing and proposed drainage patterns and facilities, including any allied drainage facilities beyond the development area and the larger common plan of development or sale.-~~
- ~~N. Existing and proposed watershed boundary lines, direction of flow and watershed acreage.-~~
- ~~O. The person or entity responsible for continued maintenance of all permanent vegetative and/or mechanical Post-Construction water quality conservation practices (BMPs).-~~
- ~~P. The location of any existing or planned riparian and/or wetland setback areas on the property.-~~

(Ord. 2009-27. Passed 5-20-09.)

933.10 EASEMENTS.

Future access to all permanent vegetative and/or mechanical Post-Construction water quality conservation practices (BMPs) and other areas, as required by the ~~Community Engineer~~City Engineer, shall be secured by means of easements.

- (a) The easements shall be recorded in the name of the Community and, in single-family residential developments, the homeowners association.
- (b) Such easements shall be not less than twenty-five (25) feet in width, in addition to the width of the ditch, channel, or other facility it is to serve. Further, an easement of this type shall be provided on one (1) side of the flood control or storm drainage ditch, channel, or similar-type facility.
- (c) Access along the initial drainage system shall be by means of easements. Such easements shall be not less than twenty-five (25) feet in width, with a minimum ten (10) foot width on either side of the centerline.
- (d) Access adjacent to storage facilities shall consist of a twenty-five (25) foot easement in the case of detention (dry) basins, and a twenty-five (25) foot easement with a twenty-five foot level bench in the case of retention (wet) basins, measured from the top of the bank, and shall include the storage facility itself.
- (e) Easements for the emergency flow ways shall be a minimum of twenty-five (25) feet in width, or larger if required by the ~~Community Engineer~~City Engineer.
- (f) Flood control or storm drainage easements containing underground facilities shall have a minimum width of twenty-five (25) feet.
- (g) The easements shall be restricted against the planting within said easement of trees, shrubbery or plantings with woody growth characteristics, and against the construction therein of buildings, accessory buildings, fences, walls or any other obstructions to the free flow of storm water and the movement of inspectors and maintenance equipment and also restricted against the changing of final grade from that described by the grading plan.

(Ord. 2009-27. Passed 5-20-09.)

933.11 MAINTENANCE.

Any portion of the permanent Post-Construction water quality management systems, including on-site and off-site treatment/storage facilities that are constructed by the owner, will be continuously maintained into perpetuity.

- ~~a) (a) Detail drawings and maintenance plans must be provided for all Post-Construction Best Management Practices (BMPs). Detail drawings and maintenance plans must be provided for all post-construction BMP(s).~~

- ~~b) The person or entity responsible for continued maintenance of all vegetative and/or mechanical BMPs~~

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for both the construction and Post-Construction phases of the development shall be identified and a written agreement shall be entered into by the City and responsible entity for continued maintenance.

- c) Long-term maintenance requirements and schedules of all BMPs for both the construction and Post-Construction phases of the development will be identified.
- d) This plan will contain long-term maintenance inspection schedules, including the printed name and contact point of the Post-Construction landowner (e.g., president of the homeowners association, store manager, apartment complex manager, etc.).
- e) This plan will identify the person or entity financially responsible for maintaining the permanent inspection and maintenance of permanent storm water conveyance and storage structures and other conservation practices.
- f) The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent storm water, soil erosion and sediment control and water quality practices will be identified.
- g) Maintenance plans must ensure that pollutants collect within structural Post-Construction BMP practices be disposed of in accordance with local, state and federal guidelines.
- h) Maintenance plans shall be provided by the permittee to both the City Engineer and the Post-Construction operator of the BMP (including homeowner associations) upon completion of construction activities and prior to the City Engineer giving final approval for the completed construction.
- i) Single-Family Residential Developments: A Homeowners' Association shall be created and placed in title of the affected lands and shall be continuously responsible for Post-Construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.
- j) Multi-Family, Commercial and Industrial Developments: The plans will clearly state that the owner of the property shall be continuously responsible for Post-Construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.
- k) Maintenance Design: Low maintenance requirements are a priority in the design and construction of all facilities. Multi-use facilities incorporating assets such as aesthetics and recreation may be incorporated into the design of the drainage facilities. All permanent drainage, soil erosion, sediment control, water quality management systems and BMPs, including on-site and off-site structures and vegetation that are constructed or planted, must be inspected and maintained into perpetuity by the responsible party designated in the plans and the requirements of this chapter. Inspections and maintenance will be incorporated periodically throughout the year to ensure that the facilities are properly operational.
- l) Perpetual Maintenance Inspections: One (1) inspection with a written report will be performed each year. The written report will be given to the Zoning Inspector by May 1st of each and every year after the Best Management Practice (BMP) has been completed.
- m) Structures that require a permit from the Ohio Division of Water: A written and stamped report from a professional engineer on the status of all structural BMPs that require a permit from the Ohio Department of Natural Resources (DNR) Division of Water. This applies to all BMPs that require a permit either at the time of construction or fall under the jurisdiction of ODNR Division of Water at any time after construction is completed.

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n) Easements. A written report from an inspector on the status of all storm water management easements for each project shall be submitted to the City Engineer by May 18th of each year into perpetuity. These reports will document if restricted plantings, fences and structures are on the easement and will identify the location of the noted easement restriction violations.

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o) Best Management Practices (BMPS) that do not have a high risk for loss of life, bodily injury, or damage to structures or infrastructure related to imminent failure as determined by the City Engineer: A written and stamped report from a professional engineer, landscape architect or Certified Professional In Erosion and Sediment Control (CPESC) on the status of permanent soil erosion, sediment control, water quality management systems and the status of the related easements shall be submitted to the City Engineer by May 18th of each year into perpetuity.

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p) BMPs that have a potential loss of life: A written and stamped report covering the status of all BMPs that have a potential for loss of life, bodily injury, or damage to structures or infrastructure will be prepared by a professional engineer or other individual possessing a valid state license that authorizes them to design the same type of BMP for construction.

~~—(b) Maintenance plans must ensure that pollutants collect within structural Post-Construction BMP practices be disposed of in accordance with local, state and federal guidelines.~~

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~~—(c) Maintenance plans shall be provided by the permittee to both the Community Engineer and the Post-Construction operator of the BMP (including homeowner associations) upon completion of construction activities and prior to the Community Engineer giving final approval for the completed construction.~~

~~—(d) Single-Family Residential Developments: A Homeowners' Association shall be created and placed in title of the affected lands and shall be continuously responsible for Post-Construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.~~

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~~—(e) Multi-Family, Commercial and Industrial Developments: The plans will clearly state that the owner of the property shall be continuously responsible for Post-Construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.~~

~~—(f) Maintenance Design: Low maintenance requirements are a priority in the design and construction of all facilities. Multi-use facilities incorporating assets such as aesthetics and recreation may be incorporated into the design of the drainage facilities. All permanent drainage, soil erosion, sediment control, water quality management systems and BMPs, including on-site and off-site structures and vegetation that are constructed or planted, must be inspected and maintained into perpetuity by the responsible party designated in the plans and the requirements of this chapter. Inspections and maintenance will be incorporated periodically throughout the year to ensure that the facilities are properly operational.~~

~~—(g) Perpetual Maintenance Inspections: One (1) inspection with a written report will be performed each year. The written report will be given to the Community Engineer by May 1st of each and every year after the Best Management Practice (BMP) has been completed.~~

~~—(1) Structures that require a permit from the Ohio Division of Water: A written and stamped report from a professional engineer on the status of all structural BMPs that require a permit from the Ohio Department of Natural Resources (DNR) Division of Water. This applies to all BMPs that require a permit either at the time of construction or fall under the jurisdiction of ODNR Division of Water at any time after construction is completed.~~

~~—(2) Easements: A written report from an inspector on the status of all storm water management easements for each project shall be submitted to the Community Engineer by May 18th of each year into perpetuity. These reports will document if restricted plantings, fences and structures are on the easement and will identify the location of the noted easement restriction violations.~~

~~—(3) Best Management Practices (BMPS) that do not have a high risk for loss of life, bodily injury, or damage to structures or infrastructure related to imminent failure as determined by the~~

~~Community Engineer: A written and stamped report from a professional engineer, landscape architect or Certified Professional In Erosion and Sediment Control (CPESC) on the status of permanent soil erosion, sediment control, water quality management systems and the status of the related easements shall be submitted to the Community Engineer by May 18th of each year into perpetuity.~~

- ~~(4) BMPs that have a potential loss of life: A written and stamped report covering the status of all BMPs that have a potential for loss of life, bodily injury, or damage to structures or infrastructure will be prepared by a professional engineer or other individual possessing a valid state license that authorizes them to design the same type of BMP for construction.~~

(Ord. 2009-27. Passed 5-20-09.)

933.12 MINIMUM STANDARDS.

In order to control pollution of water resources, the owner or person responsible for the development area shall use conservation planning and practices to maintain the level of conservation established in the following standards:

- (a) Standards and Specifications: Post-Construction runoff practices used to satisfy these standards shall meet the standards and specifications in the current edition of the Rainwater and Land Development manual, NRCS Field Office Technical Guide or the local county, or the Ohio EPA, whichever is most stringent. These standards are general guidelines and shall not limit the right of the City Engineer to impose at any time additional and/or more stringent requirements nor shall the standards limit the right of the City Engineer to waive, in writing, individual requirements. If the City Engineer waives, in writing, individual requirements the new owner will provide the City Engineer with the information and documentation required to assure the Ohio EPA that the waived requirement will not degrade water quality.
- ~~(b) Water Quality Basins:~~
- ~~(1) Pool Geometry: The minimum length to width ratio for the pond is 3:1 (the length will be three (3) times the width).~~
- ~~(2) Riser in Embankment: The riser shall be located within the embankment for purposes of maintenance access. Access to the riser will be by manholes.~~
- ~~(3) Water Drains: Each retention basin shall have a drainpipe that can completely drain the pond. The drain shall have an elbow within the pond to prevent sediment deposition from plugging the drain.~~
- ~~(4) Adjustable Gate Valves: Both the Water Quality and the Storm Water Management Basin drains shall have adjustable gate valves. Valves shall be located inside of the riser at a point where they will remain dry and can be operated in a safe and convenient manner. During the annual inspections the valves shall be fully opened and closed at least once, and the certifying official shall attest to this on the inspection form. To prevent vandalism, the handwheel shall be chained to a ringbolt or manhole step.~~
- ~~(5) Principal Spillway: Each principal spillway shall be designed in accordance with the Natural Resources Conservation Service (NRCS) standards and specifications for the office serving the local county. Each principal spillway shall have the capacity to pass the 100 year design storm flows. The inlet or riser size for the pipe drops shall be designed so that the flow through the structure goes from weir flow control to pipe flow control without going into orifice control in the riser. The crest elevation of the primary spillway shall be no less than one foot below the emergency spillway crest. Premium joint pipe is required and a removable trash rack shall be installed at each location. Anti-seep collars shall be provided for all pipe conduits through an embankment.~~
- ~~(6) Emergency Spillway: An emergency spillway shall be provided on each Water Quality and Storm Water Management basin. Emergency spillways shall convey flood flows safely past the embankment, and shall be designed in accordance with NRCS standards and specifications for the office serving the local county. Emergency spillways shall have a 100 year design storm capacity unless exempted in writing by the Community Engineer.~~

- ~~(7) Embankments: Each dam embankment shall be designed in accordance with the NRCS standards and specifications for the office serving the county that the project is located in. Anti-seep collars shall be provided for all pipe conduits through an embankment.~~
- ~~(8) Safety Features:~~
- ~~A. The primary spillway opening shall not permit access to the public and other non-maintenance personnel.~~
- ~~B. The perimeter of all water pool areas that are deeper than three (3) feet shall be surrounded by benches that meet the following:~~
- ~~1. A safety bench, with a maximum slope of 3%, which extends outward, on dry land, from the shoreline. This bench will be a minimum of 25 feet wide to provide for the safety of individuals and maintenance vehicles that are adjacent to the water pool. The safety bench may be landscaped, without the use of structures, to prevent access to the water pool.~~
- ~~2. Side slopes between the safety bench and the aquatic bench shall not be steeper than 3: 1 (3 feet horizontal for every 1 foot vertical).~~
- ~~3. An aquatic bench that extends inward from the shoreline far enough to ensure public safety and has a maximum depth of 15 inches below the normal water surface elevations. The aquatic bench may be landscaped to prevent access to the deeper water pool. The aquatic bench may also be incorporated into the Post-Construction Water Quality Plan.~~
- ~~4. Side slopes beyond the aquatic bench and below the permanent water level shall not be steeper than 2:1 (2 feet horizontal for every 1 foot vertical).~~
- ~~5. The contours of the pond will be designed and managed to eliminate drop-offs and other hazards. Side slopes getting to the pond shall not exceed 3: 1 and shall terminate on a safety bench.~~
- ~~(9) Water Quality Basin: If a Water Quality Basin is needed and cannot be incorporated into an existing or planned Detention or Retention Basin then a separate Water Quality Basin will need to be planned, designed, constructed and maintained into perpetuity.~~
- ~~(10) Water Quality Basins will not be constructed in any permanent or intermittent stream channel.~~
- ~~(11) Flexibility: These standards are general guidelines and shall not limit the right of the Community Engineer to impose at any time additional and/or more stringent requirements nor shall the standards limit the right of the Community Engineer to waive, in writing, individual requirements.~~
- ~~A. If the Community Engineer waives, in writing, individual requirements the new owner will provide the Community Engineer with the information and documentation required to assure Ohio EPA that the waived requirement will not degrade water quality.~~

(Ord. 2009-27. Passed 5-20-09.)

933.13 ALTERNATIVE ACTIONS.

Where the ~~Community-City~~ Engineer determines that site constraints exist in a manner that compromises the intent of this chapter to improve the management of storm water runoff as established in this chapter, practical alternatives may be used to result in an improvement of water quality and/or a reduction of storm water runoff. Such alternatives must be in keeping with the intent and likely cost of those measures that would otherwise be required to meet the objectives of this section. When possible, all practical alternatives shall be implemented within the drainage area of the proposed development project. Practical alternatives can include, but are not limited to:

- (a) Fees shall be paid in an amount specified by the ~~Community-City~~ Engineer. The Community shall apply these fees to storm water management practices that improve the existing water quality.
- (b) Implementation of off-site storm water management practices.
- (c) Watershed or stream restoration.
- (d) Retrofitting of an existing storm water management practice.
- (e) Other practices approved by the ~~Community Engineer~~City Engineer in keeping with the intent of this section.

(Ord. 2009-27. Passed 5-20-09.)

933.14 COMPLIANCE WITH OTHER RULES AND REGULATIONS.

(a) Ohio Dam Safety Laws. The provisions of the Ohio Dam Safety Laws shall be followed. Proof of compliance with the Ohio Dam Safety Law administered by the ODNR Division of Water shall be, but is not limited to, a copy of the ODNR Division of Water permit number or a copy of the project approval letter from the ODNR Division of Water or a letter from the site owner explaining why the Ohio Dam Safety Law is not applicable. The written proof will be provided to the ~~Community Engineer~~City Engineer before a construction permit will be issued.

(b) NPDES Permits: The provisions of the National Pollutant Discharge Elimination System (NPDES) Permits for construction activity, by the Ohio EPA, shall be followed. Proof of compliance shall be, but is not limited to, a copy of the Ohio EPA NPDES Permit number or a letter from the site owner explaining why the NPDES Permit is not applicable. The written proof will be provided to the ~~Community Engineer~~City Engineer before a construction permit will be issued.

(c) Federal and State Wetland Permits: The provisions of the U.S. Army Corps of Engineers dredge and fill permits for federally-protected wetlands shall be followed. The provisions of Ohio EPA's Isolated Wetlands Permits shall also be followed. Wetlands and other waters of the United States shall be delineated by protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of the application of these regulations. Written proof of compliance with both permit programs will be provided to the ~~Community Engineer~~City Engineer before a construction permit will be issued. Proof of compliance shall be, but is not limited to, the following:

- (1) A copy of the U.S. Army Corps of Engineers Individual Permit, if required for the project, showing project approval and any restrictions that apply to site activities; or
- (2) A site plan showing that any proposed fill of waters of the United States conforms to the general and specific conditions specified in the applicable Nationwide Permit; or
- (3) A letter from the site owner verifying that a qualified professional has surveyed the site and found no wetlands or other waters of the United States. Such a letter shall be noted on site plans submitted to the Community.

(Ord. 2009-27. Passed 5-20-09.)

933.15 VIOLATIONS.

No person shall violate, or cause, or knowingly permit to be violated, any of the provisions of these regulations, or fail to comply with any such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations. (Ord. 2009-27. Passed 5-20-09.)

933.16 PENALTIES.

(a) Whoever violates or fails to comply with any provision of these regulations is guilty of a misdemeanor of the first degree and shall be fined no more than one thousand dollars (\$1,000.00) or imprisoned for no more than one hundred eighty (180) days, or both, for each offense.

(b) A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(c) Upon notice from the ~~Community Engineer~~City Engineer, or designated representative, that work is being performed contrary to this regulations, such work shall immediately stop. Such notice shall be in writing and shall be given to the owner or person responsible for the development area, or person performing the work, and shall state the conditions under which such work may be resumed; provided, however, in instances where immediate action is deemed necessary for public safety or the public interest, the ~~Community Engineer~~City Engineer may require that work be stopped upon verbal order pending issuance of the written order.

(d) The imposition of any other penalties provided herein shall not preclude the Community, by or through its Law Director and/or any of his or her assistants, from instituting an appropriate action or proceeding in a Court of Proper Jurisdiction to prevent an unlawful development or to restrain, correct or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, or ordinances, rules or regulations or the orders of the ~~Community Engineer~~City Engineer. (Ord. 2009-27. Passed 5-20-09.)

933.17 CONSTRUCTION AND MAINTENANCE GUARANTEE.

(a) All permanent storm water, soil erosion, sediment control and water quality practices not specifically waived by the Community shall be constructed prior to the granting of the Final Plat Approval. Upon the

request of the owner, the Community may defer the construction or installation of a permanent storm water, soil erosion, sediment control or water quality practice prior to the approval of the final plat where, in the ~~Community-City~~ Engineer's judgment, such proper construction or installation is not immediately necessary for the protection of the public health and safety; and where the prior installation or construction of such improvement would constitute an undue hardship on the owner because in the case of new vegetation or weather conditions, or because in the case of concrete, building construction could cause cracking and excessive wear and tear on new structures. In such event, the Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that such deferred improvements will be properly constructed or installed within an agreed specified time, but not to exceed six (6) months after the filing of such final plat.

(b) The owner will provide a maintenance guarantee for all permanent improvements, soil erosion, and sediment control and water quality practices.

(c) The Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that the planned temporary and permanent soil erosion, sediment control and water quality practices will be constructed and removed in a timely manner, as determined by the ~~Community-Engineer~~City Engineer.

(1) The Guarantee: The guarantee of both performance and maintenance will be in the form of a Security Bond, Escrow Account, Verified Check or Cash. The security Bond, Escrow Account, Verified Check or Cash will be used by the Community to complete any guaranteed construction or removal of improvements or temporary and permanent soil erosion, sediment control and water quality practices that are not adequately completed, maintained or removed by the owner in a timely manner, as determined by the ~~Community-Engineer~~City Engineer. The Security Bond, Escrow Account, Verified Check or Cash will be in the total amount of both the performance guarantee and the maintenance guarantee. Ohio municipalities and counties may require performance bonds or other guarantees for water management improvement as stated in Ohio R.C. Chapter 711.101.

A. Security Bond, Escrow Account, Verified Check or Cash shall be deposited with the Community prior to review by the ~~Community-Engineer~~City Engineer and/or its consultants to cover professional services of the ~~Community-Engineer~~City Engineer, Building Commissioner, Zoning Inspector and/or other experts required by the ~~Community-Engineer~~City Engineer, Community Council, Mayor or Review Boards.

B. No soil disturbing activities shall be permitted until a Security Bond, Escrow Account, Verified Check or Cash has been posted to the satisfaction of the ~~City~~Community Engineer sufficient for the Community to perform the obligations otherwise to be performed by the owner or person responsible for the development area as stated in this regulations, and to allow all work to be performed as needed in the event that the owner or person responsible for the development area fails to comply with the provisions of this regulation. The Security Bond, Escrow Account, Verified Check or Cash shall be released only after all work required by this regulation has been completed to the satisfaction of the ~~Community-Engineer~~City Engineer and all permit and inspection fees required by these regulations have been paid in full.

C. No project subject to this regulation shall commence without the Soil Erosion and Sediment Control, and Storm Water Management, and Water Quality Plans having been approved by the ~~Community-City~~ Engineer or the Mahoning County Soil and Water Conservation District.

(2) Performance Guarantee: The furnishing of a performance guarantee will be maintained in an amount of not less than 120% of the estimate approved by the ~~Community-Engineer~~City Engineer, of installation of the deferred improvements.

(3) Maintenance Guarantee: The maintenance guarantee shall be maintained for a period of not less than two (2) years after final acceptance of the storm water, soil erosion, sediment control, and water quality practices in an amount equal to 20% of the estimate approved by the ~~Community-Engineer~~City Engineer, of the construction and, where necessary, removal

of such practices.

- (4) Time Extension: The ~~Community Engineer~~City Engineer may extend the time allowed for the installation of the improvements for which the performance guarantee has been provided with the receipt of a written request from the owner.
- (5) Completion: Upon completion of the construction of improvements or temporary and/or permanent soil erosion, sediment control, and water quality practices and the removal of the temporary soil erosion, sediment control, and water quality practices for which the performance guarantee has been provided the owner shall notify the ~~Community Engineer~~City Engineer of this fact.
- (6) Inspection: The Community will not release the Security Bond, Escrow Account, Verified Check or Cash guarantee until the ~~Community Engineer~~City Engineer has inspected the site to ensure that the guaranteed item(s) have been completed and/or removed.
- (7) Release: The Construction Maintenance Guarantee shall not be released by the Community until all temporary soil erosion and sediment control practices that are no longer needed have been removed, property disposed of and any trapped sediment has been stabilized.

(Ord. 2009-27. Passed 5-20-09.)

**933.18 APPLICATION PROCEDURES FOR POST-CONSTRUCTION STORM –
WATER QUALITY-MANAGEMENT PLANS.**

(a) This plan will be combined with the Soil Erosion and Sediment Control, Storm Water Management, Riparian Setback and Wetland Setback Plans that have also been developed for the site.

- (b) (1) Plans developed by the site owners and approved by the Community in accordance with this regulation do not relieve the site owner of responsibility for obtaining all other necessary permits and/or approvals from federal, state, county, and local agencies and departments. If requirements vary, the most stringent requirement shall be followed.

- (2) If the Community will be requiring that the local soil and water conservation district (SWCD) review the Post-Construction Water Quality Plans the Community should first discuss the issue and how to implement the SWCD plan reviews with the local SWCD.

(c) The site owner shall submit a report from the local county soil and water conservation district, which reviews the owner's development plans and improvement plans. The applicant or his or her designated representative will pay any costs associated with obtaining the report(s) from the local county SWCD. A letter or report from the local County SWCD, and shall approve or return these with comments and recommendations for revisions, within thirty (30) working days after receipt of the plan as described above. A plan rejected because of deficiencies shall receive a report stating specific problems and the procedures for filing a revised plan. At the time of receipt of a revised plan another thirty (30) day review period shall begin. These reports shall address the planned development, and Soil Erosion and Sediment Control, Storm Water Management, Riparian Setback and Wetland Setback Plans and Other Sensitive Areas.

(d) Plans submitted to the ~~Community Engineer~~City Engineer for review and approval shall be accompanied by other required permits and documentation relevant to the project, including but not limited to the US Army Corps of Engineers, Ohio EPA, ODNR Division of Water and Ohio EPA NPDES Permit for Construction Activities.

(e) Five (5) sets of the plans and necessary data required by this regulation shall be submitted to the ~~Community Engineer~~City Engineer as follows:

(1) Format:

- A. Text material will be on 8.5 by 11 inch paper.
- B. Drawings will be on paper sized no larger than 24 inch by 36 inches.
- C. An electronic copy of the drawings and plan shall be submitted in PDF format as directed by the City.

f) The City Engineer shall review the plans, including the approval report from the local county SWCD, and shall approve or return these with comments and recommendations for revisions, within thirty (30) working days after receipt of the plan as described above. A plan rejected because of deficiencies shall receive a report stating specific problems and the procedures for filing a revised plan. At the time of receipt of a revised plan another thirty (30) day review period shall begin.

- a. Approved plans shall remain valid for two (2) years from the date of approval. After two (2) years the plan(s) approval automatically expires.

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- b. No soil-disturbing activity shall begin before all necessary local, county, state and federal permits have been granted to the owner or operator.
- c. The Community will do construction inspections until the site is stabilized as determined by the City Engineer. The construction will not be considered completed until the City Engineer has conducted the Post Construction inspections.

~~—(2) Construction projects:~~

~~—A. At the preliminary plan approval request the preliminary plans shall show all of the following existing and planned features: streams, water bodies, wetlands, riparian and wetland setback areas permanent BMPs, storm water management detention and retention basins.~~

~~—B. At the improvement plan approval request.~~

~~—(3) For general clearing projects: Thirty (30) working days prior to any soil-disturbing activities.~~

~~—(4) Permits List: A list of all the permits that will be needed from federal, state and local agencies.~~

~~—(5) Long-term Maintenance:~~

~~—A. The requirements and schedules of all permanent vegetative and/or mechanical Post-Construction water quality conservation BMPs.~~

~~—B. Long-term maintenance inspection schedules for all permanent vegetative and/or mechanical Post-Construction water quality conservation BMPs.~~

~~—C. The person or entity financially responsible for inspection and maintaining all permanent vegetative and/or mechanical Post-Construction water quality conservation BMPs.~~

~~—D. The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent vegetative and/or mechanical Post-Construction water quality conservation BMPs.~~

~~If the Community will be requiring that the local soil and water conservation district (SWCD) review the Post-Construction Water Quality plans the Community should first discuss this issue and how to implement the SWCD plan reviews with the local SWCD.~~

~~—E. SWCD Approval: A letter or report from the local county SWCD that states that the Soil Erosion and Sediment Control, Storm Water Management and Riparian Setback and Wetland Setback Plans all appear to meet Ohio EPA and local regulations. It should be noted that only the Ohio EPA and the local communities can state that any plans or activities meet their regulations and rules.~~

~~—F. The Community Engineer shall review the plans, including the approval report from the local county SWCD, and shall approve or return these with comments and recommendations for revisions, within thirty (30) working days after receipt of the plan as described above. A plan rejected because of deficiencies shall receive a report stating specific problems and the procedures for filing a revised plan. At the time of receipt of a revised plan another thirty (30) day review period shall begin.~~

~~—G. Approved plans shall remain valid for two (2) years from the date of approval. After two (2) years the plan(s) approval automatically expires.~~

~~—H. No soil-disturbing activity shall begin before all necessary local, county, state and federal permits have been granted to the owner or operator.~~

~~—I. The Community will do construction inspections until the site is stabilized as determined by the Community Engineer. The construction will not be considered completed until the Community Engineer has conducted the Post Construction inspections.~~

(Ord. 2009-27. Passed 5-20-09.)

933.19 FEES.

a. For all subdivision, new development, or re-development of residential and non-residential parcels that meet the requirements of this ordinance, the developer/owner shall submit a cash bond for the cost of engineering review by the City Engineer in the amount of Two Thousand Five Hundred Dollars (\$2,500). In the case of a subdivision, this fee is in addition to the subdivision review fee required under 1115.06 (c). In the event minor review is required the remaining portion of the bond shall be refunded to the developer/Owner. In the event major review is required by the City Engineer, and in the event greater cost than the cash bond is incurred, the developer/Owner shall be billed for such additional costs.

b. In addition to the above fee, the developer/owner shall be charged a fee by the City for the cost of engineering inspection by the City Engineer for all stormwater improvements to a proposed

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subdivision, new development, or re-development of residential and non-residential parcels covered under this ordinance. The developer/owner shall deposit with the Treasurer or Finance Director an amount of money to pay for engineering inspections of 10% of the stormwater construction cost, as approved by the City Engineer.

c) The cost and expense of such inspection made by the City Engineer or his authorized representative, shall be paid from such deposit upon itemized bills rendered. In the case of such expenditures exceeding such deposit, the excess shall be invoiced to the subdivider for payment. Failure to make such payment within a reasonable time on behalf of the subdivider shall constitute withholding final approval of said plat. In the case of such deposit exceeding said expenditures, the balance will be refunded to the subdivider within a reasonable time after the completion of such inspection.

933.2019 DEFINITIONS.

(a) **BEST MANAGEMENT PRACTICE (BMP):** Any practice or combination of practices that is determined to be the most effective, practicable (including technological, economic, and institutional considerations) means of preventing or reducing the amount of pollution generated by non-point sources of pollution to a level compatible with water quality goals. BMPs may include structural practices, conservation practices and operation and maintenance procedures.

(b) **CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC):** A person that has subscribed to the Code of Ethics and have met the requirements established by the CPESC Council of Certified Professional In Erosion and Sediment Control, Inc. to be a Certified Professional in Erosion and Sediment Control.

(c) **CHANNEL:** A natural stream that conveys water, or a ditch or channel excavated for the natural flow of water.

(d) **CONSERVATION:** The wise use and management of natural resources.

(e) **DEVELOPMENT AREA:** Any tract, lot, or parcel of land, or combination of tracts, lots or parcels of land, which are in one ownership, or are contiguous and in diverse ownership, where earth disturbing activity is to be performed.

(f) **DITCH:** An excavation, either dug or natural, for the purpose of drainage or irrigation, and having intermittent flow.

(g) **EARTH DISTURBING ACTIVITY:** Any grading, excavating, filling, or other alteration of the earth's surface where natural or man-made ground cover is destroyed.

(h) **EROSION AND SEDIMENT CONTROL:** A written and/or drawn soil erosion and sediment pollution control plan to minimize erosion and prevent off-site sedimentation throughout all earth disturbing activities on a development area.

(i) **EROSION AND SEDIMENT CONTROL PRACTICES:** Conservation measures used to control sediment pollution and including structural practices, vegetative practices and management techniques.

(j) **EXISTING:** In existence at the time of the passage of this chapter and these regulations.

(k) **FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):** The agency with overall responsibility for administering the National Flood Insurance Program.

(l) **GRADING:** Earth disturbing activity such as excavation, stripping, cutting, filling, stockpiling, or any combination thereof.

(m) **GRUBBING:** Removing, clearing or scalping material such as roots, stumps or sod.

(n) **IMPERVIOUS COVER:** Any surface that cannot effectively absorb or infiltrate water. This includes roads, streets, parking lots, rooftops, and sidewalks.

(o) **INTERMITTENT STREAM:** A natural channel that may have some water in pools but where surface flows are non-existent or interstitial (flowing through sand and gravel in stream beds) for periods of one week or more during typical summer months.

(p) **LARGER COMMON PLAN OF DEVELOPMENT OR SALE:** A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

(q) **LANDSLIDE:** The rapid mass movement of soil and rock material downhill under the influence of gravity in which the movement of the soil mass occurs along an interior surface of sliding.

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- (r) **LOCAL COUNTY SWCD:** The local county Soil and Water Conservation District.
- (s) **NATURAL RESOURCES CONSERVATION SERVICES (NRCS):** An agency of the United States Department of Agriculture, formerly known as the Soil Conservation Service (SCS).
- (t) **NPDES PERMIT:** A National Pollutant Discharge Elimination System Permit issued by Ohio EPA under the authority of the USEPA, and derived from the Federal Clean Water Act.
- (u) **OHIO EPA:** The Ohio Environmental Protection Agency.
- (v) **OUTFALL:** An area where water flows from a structure such as a conduit, storm sewer, improved channel or drain, and the area immediately beyond the structure which is impacted by the velocity of flow in the structure.
- (w) **PERSON:** Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, township, county, state agency, the federal government, or any combination thereof.
- (x) **PROFESSIONAL ENGINEER:** A person registered in the State of Ohio as a Professional Engineer, with specific education and experience in water resources engineering, acting in strict conformance with the Code of Ethics of the Ohio Board of Registration for Engineers and Surveyors.
- (y) **REDEVELOPMENT:** The demolition or removal of existing structures or land uses and construction of new ones.
- (z) **RETENTION BASIN:** A storm water management pond that maintains a permanent pool of water. These storm water management ponds include a properly engineered/designed volume dedicated to the temporary storage and slow release of runoff waters.
- (aa) **RIPARIAN AREA:** Naturally vegetated land adjacent to watercourses which, if appropriately sized, helps to limit erosion, reduce flood flows, and/or filter and settle out runoff pollutants, or which performs other functions consistent with the purposes of these regulations.
- (bb) **RIPARIAN SETBACK:** Those lands within the Community which are alongside streams, and which fall within the area that the Community prohibits and restricts Changes in land use and the building of structures.
- (cc) **SEDIMENT:** Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity or ice, and has come to rest on the earth's surface either on dry land or in a body of water.
- (dd) **SEDIMENT BASIN:** A temporary Sediment Pond that releases runoff at a controlled rate. It is designed to slowly release runoff, detaining it long enough to allow most of the sediment to settle out of the water. The outlet structure is usually a designed pipe riser and barrel. The entire structure is removed after construction. Permanent storm water detention structures can be modified to function as temporary Sediment Basins.
- (ee) **SEDIMENT CONTROL:** The limiting of sediment being transported by controlling erosion or detaining sediment-laden water, allowing the sediment to settle out.
- (ff) **SEDIMENT POLLUTION:** A failure to use management or conservation practices to control wind or water erosion of the soil and to minimize the degradation of water resources by soil sediment in conjunction with land grading, excavating, filling, or other soil-disturbing activities on land used or being developed for commercial, industrial, residential, or other purposes.
- (gg) **SEDIMENT TRAP:** A temporary sediment-settling pond having a simple spillway outlet structure stabilized with geotextile and riprap
- (hh) **SENSITIVE AREA:** An area or water resource that requires special management because of its susceptibility to sediment pollution, or because of its importance to the well-being of the surrounding communities, region, or the state and includes, but is not limited to, the following:
- (1) Ponds, wetlands or small lakes with less than five acres of surface area;
 - (2) Small streams with gradients less than ten feet per mile with average annual flows of less than 3.5 feet per second containing sand or gravel bottoms.
 - (3) Drainage areas of a locally designated or an Ohio designated Scenic River.
 - (4) Riparian and wetland areas.
- (ii) **SETTLING POND:** A runoff detention structure, such as a Sediment Basin or Sediment Trap, which detains sediment-laden runoff, allowing sediment to settle out.
- (jj) **SHEET FLOW:** Water runoff in a thin uniform layer or rills and which is of small enough quantity to be treated by sediment barriers.

(kk) SLIP: A landslide as defined under "Landslides".

(ll) SLOUGHING: A slip or downward movement of an extended layer of soil resulting from the undermining action of water or the earth disturbing activity of man.

(mm) SOIL: Unconsolidated erodible earth material consisting of minerals and/or organics.

(nn) SOIL CONSERVATION SERVICE, USDA: The federal agency now titled the "Natural Resources Conservation Service", which is an agency of the United States Department of Agriculture.

(oo) SOIL STABILIZATION: Vegetative or structural soil cover that controls erosion, and includes permanent and temporary seed, mulch, sod, pavement, etc.

(pp) SOIL SURVEY: The official soil survey produced by the Natural Resources Conservation Service, USDA in cooperation with the Division of Soil and Water Conservation, ODNR and the local Board of County Commissioners.

(qq) STORM WATER RUNOFF: Surface water runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels or storm sewers, and which exceeds the maximum specified flow rates of filters or perimeter controls intended to control sheet flow.

(rr) STREAM. A body of water running or flowing on the earth's surface, or a channel with defined bed and banks in which such flow occurs. Flow may be seasonally intermittent.

(ss) USEPA: The United States Environmental Protection Agency.

(tt) WATERCOURSE: Any natural, perennial, or intermittent channel, stream, river or brook.

(uu) WATER RESOURCES: All streams, lakes, ponds, wetlands, water courses, waterways, drainage systems, and all other bodies or accumulations of surface water, either natural or artificial, which are situated wholly or partly within, or border upon this state, or are within its jurisdiction, except those private waters which do not combine or affect a junction with natural surface waters.

(vv) WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas.

(ww) WETLAND SETBACK: Those lands within the Community that fall within the area defined by the criteria set forth in these regulations.
(Ord. 2009-27. Passed 5-20-09.)

Introduced by: _____

Motion No. _____

MOTION

A MOTION AUTHORIZING THE CITY MANAGER TO SIGN AN
AMENDED LEASE AGREEMENT WITH THE CARDINAL JOINT
FIRE DISTRICT FOR THE CITY OF CANFIELD

WHEREAS, the City of Canfield, Ohio desires to amend the Lease Agreement with the Cardinal Joint Fire District.

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

Section 1: The City Manager of the City of Canfield is hereby authorized to enter into an Amended Lease Agreement with the Cardinal Joint Fire District in accordance with the terms of the Amended Agreement attached hereto:

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., 2021.

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

Wade Calhoun

From: Richard Russo <rarussob2@gmail.com> on behalf of Richard Russo
Sent: Tuesday, February 23, 2021 10:11 AM
To: Wade Calhoun
Cc: Donald Hutchison; gregory Bestic dhutchison@cardinaljointfire.com
Subject: Lease and Dispatch agreements

Good morning Wade,

Last night at our Fire Board meeting the lease agreement was discussed and agreed on. The board would like to approve and sign both the lease agreement and the Dispatch contract at the same time.

Chief Hutchison has a working dispatch agreement from our attorney for you to get this moving along. He will drop it off to you in the morning.

It is my hope and the boards that we can quickly get this completed and have both documents signed within the next two weeks and move forward.

Thank you,

Rich

LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between the **City of Canfield** of 104 Lisbon St., Canfield, Ohio 44406 (hereinafter called "Lessor") and the **Cardinal Joint Fire District** of 7075 Herbert Road, Canfield, Ohio 44406 (hereinafter called "Lessee"). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I. DEMISED PREMISES:

Lessor does hereby demise and lease to Lessee a portion of the premises known as The Municipal Building ("Municipal Building") of the City of Canfield, located at 104 Lisbon St., Canfield, Ohio 44406 (the "Demised Premises"), as more fully described below:

The demised Premises is a portion of the Canfield Municipal Building located on the First Floor, containing approximately 4884 square feet and designated as the "Apparatus Area"; and a portion of the Second Floor directly over the area known as the "Apparatus Area" containing approximately 2442 square feet. The Demised Premises contains a total of 7326 square feet and is represented by the cross-hatched sections of the Plans attached as "Exhibit A and B". Together with all improvements thereon and easement rights, in and to any common walls or entrances, stairways, driveways, parking lots, approaches to and from abutting highways for the use and benefit of the Demised Premises, adjoining and adjacent, highways, roads, streets, and lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines.

ARTICLE II. TERM:

This lease shall continue in full force and effect commencing January 1, 2021 and continuing thereafter, subject to the terms and conditions hereof, until terminated in accordance with the provisions hereof.

ARTICLE III. RENT:

Lessee will pay Lessor as rent for the Demised Premises the sum of One Dollar (\$1.00) per year, payable on or before the first day of each year, and continuing thereafter on the same day each year while this Lease is in effect.

ARTICLE IV. UTILITIES:

A. Lessee shall pay, as and when the same becomes due and payable, charges for electricity serving the Demised Premises in an amount equal to Forty-Five Percent (45%) of the total cost of electric service for the Municipal Building incurred by the Lessor during the same period.

B. Additionally, Lessee shall pay, as and when the same becomes due and payable, an amount equal to Twenty Eight Percent (28%) of the total cost of natural gas service

to the Municipal Building and Canfield Police Station incurred by the Lessor during the same period.

C. Lessor and Lessee have agreed to separately meter the gas, electric and water utility services to the demised premises and shall separate the utilities before June 1, 2021. The cost of separation shall be borne equally by the parties. Lessor will select the contractor(s) to perform such work and shall notify Lessee of the cost of the work prior to the work commencing. Once the utilities have been separately metered, each party shall be responsible for its own utility expenses and paragraphs A and B above shall be void.

D. Water and sewer service shall be separately metered by the municipality and Lessee shall be billed at the minimum rate of a five-eighth by three-quarter inch (5/8 x 3/4") meter in consumption cost as provided by City Ordinance 2020-15 (Water Rates) and City Ordinance 2020-16 (Sewer Rates) or any successor Ordinance regarding water and sewer rates. A copy of the Ordinances is attached as Exhibit C.

ARTICLE V. ADDITIONS, ALTERATIONS, REMODELING AND DAMAGES:

Lessee, at Lessee's expense, and with the consent of the City of Canfield, may remodel and make any additions, alterations, or extensions to the Demised Premises, and may erect, install, maintain and operate fixtures and other personal property on the Demised Premises. Lessee, upon the termination of this Lease, shall remove from the Demised Premises the fixtures and other personal property installed by Lessee therein but shall not be obligated to do so. Lessee shall be responsible for repairing all damage to the Demised Premises caused by (i) Lessee, its employees, agents or, volunteers or contractors or (ii) the removal of fixtures by Lessee upon termination of this Lease.

ARTICLE VI. REPAIR OF DEMISED PREMISES:

Lessee, at all times during the term of this Lease, and at Lessee's expense, shall keep and maintain all portions of the Demised Premises in a clean, healthy and orderly condition, and in a good state of repair as required by this Agreement.

Lessor shall also make those repairs necessary to the exterior of the building, the roof, floors (excluding floor coverings), exterior walls, foundations, supporting and structural members thereof, elevator, stairs and stairwells, sidewalk areas, and parking lot areas.

As soon as practicable after the execution of the Lease, the City and Cardinal Joint Fire District shall repair those items set forth on Exhibit D which require repairs as of the date of the execution of the Agreement.

For those items not covered in the preceding paragraphs, Lessee shall bear the first Five Hundred Dollars (\$500.00) of all necessary repairs. Lessor shall incur all costs in excess of Five Hundred Dollars (\$500.00). Lessor shall have the right to select the vendor making those necessary repairs in excess of Five Hundred Dollars (\$500.00).

In the event that the Lessor fails to make or schedule (as the vendor's schedule permits) repairs within thirty (30) days of notice from the Lessee, the Lessee may elect to make such repairs and Lessor shall reimburse Lessee for the total cost the cost of such repairs.

The Lessee shall be responsible for repairing all damage caused by it, its employees or agents. Lessee shall promptly notify Lessor of any damage caused by it, or its employees or agents.

Lessee agrees that it will make full and prompt, payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Demised Premises.

Lessee, upon the expiration or other termination of this Lease, shall deliver up and surrender to Lessor possession of the demised Premises and all improvements thereon in as good condition and repair as same were at the commencement of the term hereof, loss by fire or other casualty and ordinary wear and tear excepted.

Lessee shall comply with all local, state, and federal regulations, laws and ordinances, including but not limited to those related to the storage of hazardous substances, with respect to its use of the Demised Premises.

ARTICLE VII. INSURANCE:

Lessor shall at all times during the term of this Lease, carry all-risk property insurance on the entire building and permanent improvements which contain the Demised Premises, for the full replacement value thereof. Such policy or policies shall name the Lessee as an additional insured. Lessor shall provide Lessee with proof of coverage ("declaration page") upon the commencement of this Lease.

Lessor shall not be responsible for any damage to Lessee's property located in the Demised Premises and Lessee shall maintain insurance on its contents in the Demised Premises.

Lessee shall pay to lessor forty-five percent (45%) of the property and casualty premium for the City Hall facility.

ARTICLE XIII. CASUALTY AND CONDEMNATION:

If the building or other improvements constituting the demised Premises should be damaged by fire, flood, or other casualty, to such an extent that use of the Demised Premises is no longer practicable, or, if the Demised Premises become the subject of condemnation, such that Lessee is not able to utilize the Demised Premises, then Lessor shall, with a reasonable time thereafter, provide a substitute building for Lessee's use which shall be substantially similar to the Demised Premises.

ARTICLE IX. LIENS:

Lessor shall not be liable for, and the interest of Lessor in the Premises, the Office Building and the Property shall not be subject to, any mechanic's, materialmen's or laborer's liens for

improvements or work made by or for Lessee. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Demised Premises on account of or growing out of any improvement or work done by or for Lessee or any person claiming by, through or under Lessee, or improvements or work the cost of which is the responsibility of Lessee. Lessee agrees to have such notice or claim of lien canceled and discharged of record (either by payment and satisfaction or by removal by transfer to bond or deposit as permitted by law) within ten (10) days after notice to Lessee, by Lessor, and if Lessee fails to do so this shall be considered a material breach of this Lease and cause for eviction by the Lessor.

ARTICLE X. ASSIGNMENT:

This Lease may not be assigned by Lessee.

ARTICLE XI. TERMINATION:

This Lease may be terminated upon (i) the written agreement of both Lessee and Lessor, (ii) ninety (90) days after the withdrawal by Lessor from the Cardinal Joint Fire District, (iii) upon a material uncured breach of this Agreement which remains uncured for sixty (60) days after notification of the breach, or (iv) with ninety (90) day notice by either party after January 1, 2024. In the event of a material change to the parties or the Demised Premises the parties shall meet in good faith to negotiate the terms of a new Lease Agreement.

ARTICLE XII. EFFECTIVE DATE:

The effective date of this Lease for all purposes whatsoever (whether used for purposes of reference or computation herein or hereinafter) shall be January 1, 2021.

ARTICLE XIII. SEVERABILITY:

In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof.

ARTICLE XIV. BINDING NATURE:

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns subject to the restrictions concerning assignment or transfer of Tenant's interests herein.

ARTICLE XV. DISPUTE RESOLUTION:

In the event of a dispute between the parties with respect to this Lease Agreement, the parties shall promptly meet in good faith to resolve the dispute. If the parties are unable to resolve the dispute pursuant to good faith negotiations, they shall promptly mediate the dispute pursuant to the Mahoning County Common Pleas Court mediation rules. The parties will mutually select a mediator. If the dispute is not resolved pursuant to mediation, the parties shall promptly submit the dispute to binding arbitration to be conducted in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall take place in Canfield, Ohio. Each party to bear the same costs.

ARTICLE XVII. FIRE DISTRICT TO OFFER SAME TERMS TO CANFIELD TOWNSHIP:

The parties recognize that both the City and Township entered into lease agreements with the District that included similar terms. The District hereby represents, in executing this Agreement, that it will offer similar terms to the Township with respect to payment of utilities and the payment of expenses relating to premises repair.

ARTICLE XVII. GOVERNING LAW:

This Lease shall be governed and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease as of the _____ day of _____, 2020.

IN THE PRESENCE OF:

LESSOR: CITY OF CANFIELD

By: _____

Title: _____

IN THE PRESENCE OF:

LESSEE:

By: _____

Title: _____

EXHIBIT D

List of Repairs to be made and paid for by the City

1. Exhaust Fan in bay area
2. Painting of Steel Beams in between garage doors (exterior)
3. Painting of bollards around exterior of building.
4. Stairwell Treads
5. Rayovac Shield heating system falling down by gym area.

List of Repairs to be made and paid for by Cardinal Joint Fire District

1. Ceiling falling down in the SCBA/EMS Room
2. The District shall also be permitted to install two exterior fans on top of the roof over the Leased Premises, at the District's expense. The fans shall become fixtures of the structure upon installation, and the maintenance of same shall be the responsibility of the District.

List of Repairs to be shared by the City of Canfield and the Cardinal Joint Fire District

1. Electrical issues causing breakers to trip in the Fire Bay
2. Electrical issues causing breaker to trip in the upstairs office and bathrooms.

Introduced By: Mr. McLaughlin

Motion No. 1996-18

MOTION

A MOTION AUTHORIZING THE CITY MANAGER TO
SIGN AN AMENDED LEASE AGREEMENT WITH THE
CARDINAL JOINT FIRE DISTRICT FOR THE CITY OF
CANFIELD.

WHEREAS, the City of Canfield, Ohio desires to amend the Lease Agreement
with the Cardinal Joint Fire District.

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

Section 1: The City Manager of the City of Canfield is hereby authorized to
enter into an Amended Lease Agreement with the Cardinal Joint Fire District in accordance
with the terms of the Amended Agreement attached hereto.

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.

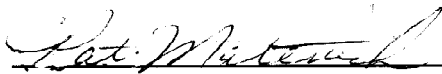
PASSED IN COUNCIL THIS 7th DAY OF February A.D., 1996.


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: February 8, 1996

February 16, 1996


CLERK OF COUNCIL

APPROVED AS TO FORM:

HARRINGTON, HUXLEY, SMITH,
MITCHELL & REED

MUNICIPAL ATTORNEY

AMENDED LEASE AGREEMENT

THIS LEASE made by and between the City of Canfield (hereinafter called "Lessor"), and the Cardinal Joint Fire District (hereinafter called "Lessee").

ARTICLE I. DEMISED PREMISES:

Lessor, in consideration of the covenants hereinafter contained, does hereby demise and lease to Lessee a portion of the premises known as The Municipal Building of the City of Canfield, located at 104 Lisbon Street, Canfield, Ohio 44406 (the "Demised Premises"), as more fully described below:

The Demised Premises is a portion of the Canfield Municipal Building located on the First Floor, containing approximately 4884 square feet and designated as the "Apparatus Area"; and a portion of the Second Floor directly over the "Apparatus Area" containing approximately 2442 square feet. The Demised Premises contains a total of 7326 square feet and is represented by the cross-hatched sections of the Plot Plans attached as "Exhibit A & B".

together with all improvements thereon and easement rights, in and to any common walls or entrances, stairways, driveways, parking lots, approaches to and from abutting highways for the use and benefit of the Demised Premises, adjoining and adjacent, highways, roads, streets, and lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines.

ARTICLE II. TERM:

This Lease shall continue in full force and effect, subject to the terms and conditions hereof, unless and until same is terminated in accordance with the provisions hereof.

ARTICLE III. RENT:

Lessee will pay Lessor as rent for the Demised Premises the sum of One Dollar (\$1.00) per year, payable on or before March 31, 1996, and continuing thereafter on the last day of March of each year while this Lease is in force.

ARTICLE IV. UTILITIES

Lessee shall pay, as and when the same becomes due and payable, charges for electricity in the amount of \$264.00/mo. Lessee shall pay, as and when the same becomes due and payable, seventeen percent (17%) of all charges for gas supplied to the Municipal Building and Police Station of the City of Canfield. Lessee shall pay, as and when the same become due and payable, charges for the annual service contract on phone equipment in the amount of \$272.15 (\$22.68/mo.).

ARTICLE V. ANNUAL MEETING:

Lessee and Lessor agree to meet annually to discuss and adjust utility charges if consumption or rates change.

ARTICLE VI. ADDITIONS, ALTERATIONS, OR REMODELING:

Lessee, at Lessee's expense, and with the consent of the City of Canfield, may remodel and make any additions, alterations, or extensions to the Demised Premises, and may erect, install, maintain and operate fixtures and other personal property on the Demised Premises. Lessee, upon the expiration or other termination of this Lease, shall have the right to remove from the Demised Premises the fixtures and other personal property installed by Lessee therein, but shall not be obligated to do so.

ARTICLE VII. REPAIR OF DEMISED PREMISES:

Lessee, at all times during the term of this Lease, and at Lessee's expense, shall keep and maintain all portions of the Demised Premises in a clean, healthy and orderly condition, and in a good state of repair. However, Lessor shall have the obligation to make major repairs, including but not limited to, the exterior of the building, all utility, heating and air conditioning systems, the roof, floors, walls, foundations, supporting and structural members thereof, sidewalk areas, and parking lot areas. Lessee, upon the expiration or other termination of this Lease, shall deliver up and surrender to Lessor possession of the Demised Premises and all improvements thereon in as good condition and repair as same were at the commencement of the term hereof, loss by fire or other casualty and ordinary wear and tear excepted. Lessee shall comply with all local, state, and federal regulations, laws, and ordinances, with respect to utilization of the Demised Premises.

ARTICLE VIII. INSURANCE:

Lessor shall at all times during the term of this Lease, carry all-risk property insurance on the entire building and permanent improvements, which contains the Demised Premises, for the full replacement value thereof.

Lessee shall pay, as and when the same becomes due and payable, forty-five percent (45%) of the premiums for the all-risk property insurance referenced above.

ARTICLE IX. CASUALTY AND CONDEMNATION:

If the building or other improvements constituting the Demised Premises should be damaged by fire, flood, or other casualty, to such an extent that use of the Demised Premises is no longer practicable, or, if the Demised Premises become the subject of

condemnation, such that Lessee is no able to utilize the Demised Premises, then Lessor shall, with a reasonable time thereafter, provide a substitute building for Lessee's use which shall be substantially similar to the Demised Premises.

ARTICLE X. TERMINATION:

This Lease may be terminated either by the written agreement of both Lessee and Lessor, or, ninety (90) days after the withdrawal by Lessor from the Joint Fire District, known as the Cardinal joint Fire District.

ARTICLE XI. EFFECTIVE DATE:

The effective date of this Lease for all purposes whatsoever (whether used for purposes of reference or computation herein or hereinafter) shall be January 1, 1996.

ARTICLE XII. SEVERABILITY:

In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease as of the 15th day of February, 1996.

IN THE PRESENCE OF:

LESSOR: CITY OF CANFIELD

Pat Maternil

BY: Clark H. Lusk
TITLE: CITY MANAGER

IN THE PRESENCE OF:

LESSEE: CARDINAL JOINT
FIRE DISTRICT

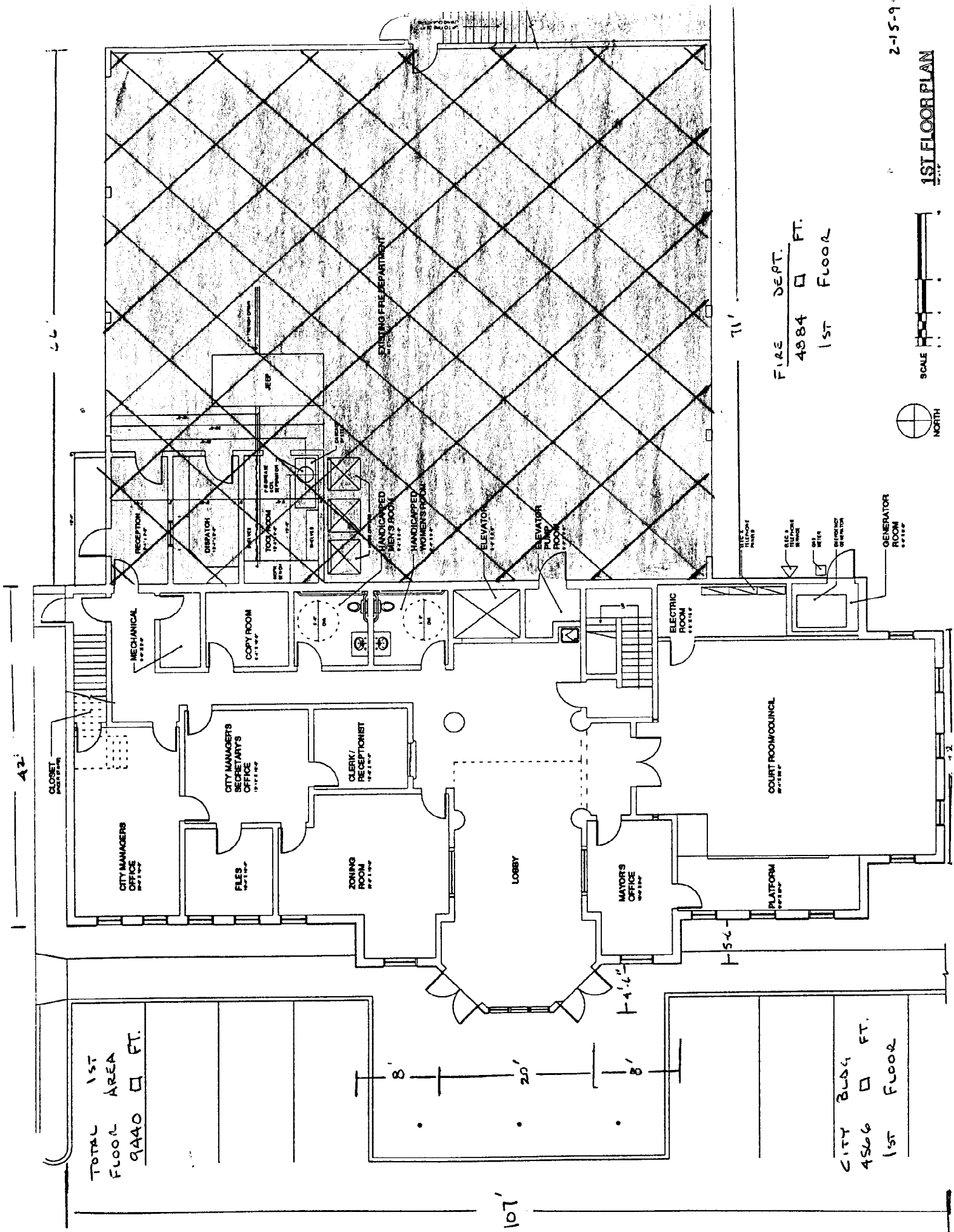
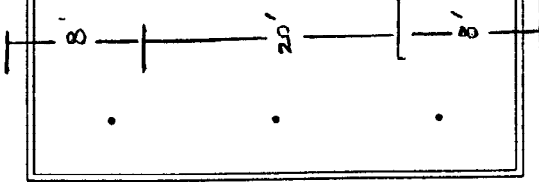
Susan Green

BY: James R. Allen
TITLE: Chairman

TOTAL
FLOOR AREA
9440 $\square$ FT.

CITY BLDG.
4566 $\square$ FT.
1ST FLOOR

107'



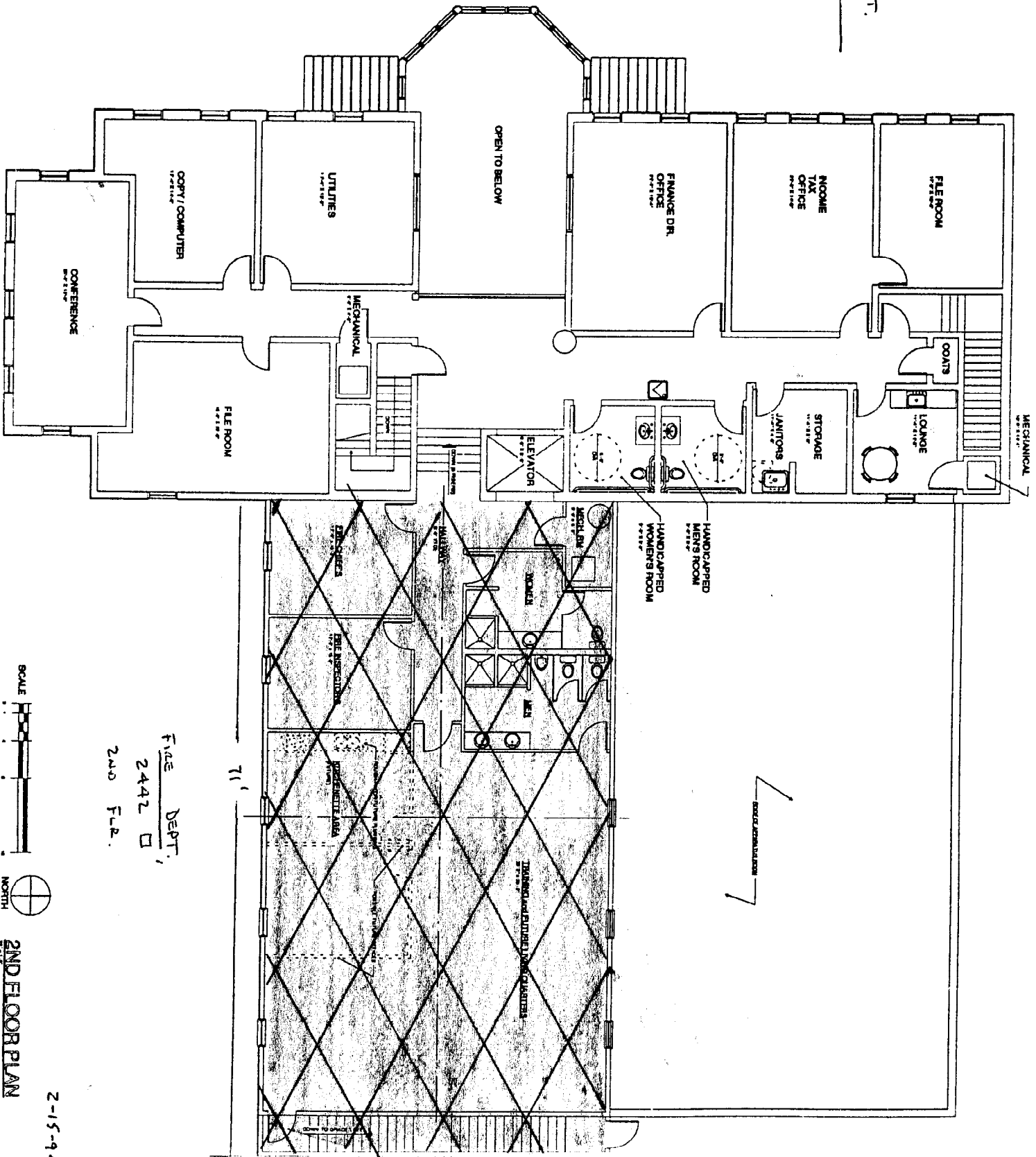
FIRE DEPT.
4584 $\square$ FT.
1ST FLOOR



1ST FLOOR PLAN

2-15-9

TOTAL 2ND
Floor Area
7008 sq. ft.



CITY Bldg.
4566
2ND FLR.

FILE DEPT.
2442
2ND FLR.



2ND FLOOR PLAN

2-15-94

Mayor's Monthly Statement to Council

Fines and Other Moneys Collected or Received

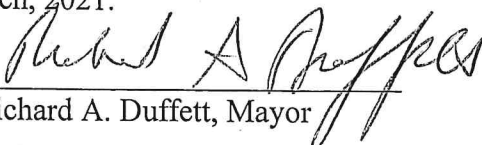
Rev. Code Sec. 733.40

To the Council of the City of Canfield, Ohio:

The following is a full statement of all fines, forfeitures, and costs in ordinance cases and all fees collected by me, or which have in any manner come into my hands, or which are due me as Mayor or to a Marshall, Chief of Police or other officer of the municipality and any other fees and expenses which have been advanced out of the municipal treasury, and all money received by me as Mayor of the use of the municipality and paid over by me to the Treasury of the municipality as required by law, on the first Monday the 1st of March, 2021.

From Whom Received	For What Purposes Received	Amount
City of Canfield	Costs	\$ 770.00
	Fines	\$ 3,292.00
	Bond Forfeitures	\$ 115.00
	Interest Earned	\$ 0.07
	State Expungement Fees	\$ -
	Local Court Fees	\$ 350.00
	Other Penalties to City	\$ -
	Gross Collections	\$ 4,527.07
Paid to Whom		
Treasurer, State of Ohio	For What Purposes Paid	Amount
	General Revenue	\$ -
	Victims of Crime	\$ 99.00
	Seatbelt, Driver	\$ -
	Seatbelt, Passenger	\$ -
	Child Restraint	\$ -
	Expungement Fees	\$ -
	Indigent Defense Support Fund	\$ 275.00
	Justice Program Service Fund	
	Drug Law Enforcement Fund	\$ 14.00
	Total to State Treasurer	\$ 388.00
Treasurer, Mahoning County	Indigent Driver Alcohol Treatment, HB 215, Effective 4/7/09	\$ 7.00
	Returned Item Fee for NSF	\$ -
	Total Payouts	\$ 395.00
	Net Collections to City	\$ 4,132.07

Respectfully, submitted this 1st day of March, 2021.


 Richard A. Duffett, Mayor

MINUTES
CANFIELD CITY COUNCIL
PUBLIC HEARING
MARCH 3, 2021-5:20 P.M.

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

Absent: Mr. Duffett. * Note Mr. Duffett entered the meeting at 5:25 P.M.

This is a public hearing regarding:

An Ordinance Amending Canfield Codified Ordinance §1127.03 (d) (3) to provide for a depiction of certain adjustment request.

This public hearing was published in the Vindicator on 2-8-2021.

MR. MORVAY: If anybody is going to testify at this public hearing, I will have to swear you in. This public hearing is regards to Old Business, Item A, on our agenda. I'm going to let Wade start it out and explain what this Ordinance is:

MR. CALHOUN: At the February 2nd Council Meeting we had 1st reading of the Ordinance. The Planning & Zoning has been discussing for some time amending Section 1127.03 (d) to allow for more content to be included in the application for a zoning adjustment. Amongst that is the requirement of a plat drawn out to scale showing the actual shape and dimensions of the lot or parcel and the proposed construction location. So, through a depiction or some sort of schematic that shows what is going to be built. The Planning & Zoning Commission thought it would be useful in providing additional information when they do consider the adjustment as it comes through as a request. They are requiring that as part of the application process so that the packet has more information for Planning & Zoning prior to making a decision. A lot of times the evening of the adjustment those questions get asked, sometimes the applicant does or doesn't have sufficient materials to present to Planning & Zoning. This will add one additional layer of content requirement for that application.

MR. NEFF: Mark the way that I read this, we're just asking for a plat layout and shape and dimension of the lot.

ATTY. FORTUNATO: No, if you keep reading, if the requested adjustment includes construction of a structure, then the applicant shall submit a depiction or schematic of the proposed construction.

MR. NEFF: Okay. I apologize.

MR. MORVAY: So, Mark, let me just play the devil's advocate. If I come in and I have met all the requirements with dimensions and setbacks, this and that, then I show you this picture and I build this structure and at the end of the day, it varies from the picture. What do we do then? What are the ramifications of all that?

ATTY. FORTUNATO: I think this gives the Planning Commission a general idea, right? It's not the Design Review Committee. If in fact it differs significantly from that general depiction then we have the same ability to enforce it as if they were granted an adjustment and then built outside the allowable area of the lot. If you look at 1127.03, there is a lot to consider when you're granting an adjustment. They have to look and see if the adjustment constitutes a change, including an adjustment in use on the zoning map. Special circumstances or conditions applying to the building or land in question are peculiar to such lot and do not result from the actions of the applicant. That the literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties. The granting of the application is necessary for the preservation and enjoyment of the substantial property right. That granting the adjustment will provide the minimum necessary relief to alleviate the hardship and will not confer special privilege on the applicant. The granting of the adjustment will be in harmony with the general purpose and intent of this Ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. It's that Item 6, which I think is in play here, in terms of how the proposal fit within the character of the neighborhood. I think that was the basis planning's request.

MR. TIECHE: I have a question. If in fact the applicant submits all of that detail and then submits a photo along with that, or whatever, then the Planning Commission turns it down based on the photo, how do you defend that in court?

ATTY. FORTUNATO: I think you defend it just like you would any other.....

MR. TIECHE: He's met everything else in the standard.

ATTY. FORTUNATO: But they could say through 1127.03 (b) (6) that the granting of the adjustment is not in harmony with the general purpose and intent of this Ordinance, and may be not be injurious to the neighborhood or otherwise detrimental to the public welfare.

MR. TIECHE: Because of the photo?

ATTY. FORTUNATO: Because of what it's going to look like. The photo is just a depiction or schematic of what that construction is going to look like.

MR. TIECHE: So, then you go into court and say, the only reason they didn't like it was because they didn't like my picture.

ATTY. FORTUNATO: They didn't like the picture because under B (6), they don't believe it's harmonious with the neighborhood.

MR. TIECHE: But if it meets all of the other standards

ATTY. FORTUNATO: To me, that's no different than denying it for any other reason. Six is a pretty big catch-all. I'm not necessarily advocating this; I'm just saying that was the thought process. Do I think it's in forceful? Sure. I don't think it's different than any other basis for turning anything down. We try very hard at Planning to create a record, why something is granted and why something is not granted. They thought that it was too big for the neighborhood; they need to get that on the record. That would be on the record pursuant to 1127.03 (d) (6). That's the way I view it.

MR. TIECHE: But if it meets all of the other standards, and so it is large, but it meets all of the other standards, you're going to potentially turn it down.

ATTY. FORTUNATO: Potentially, if they saw it as not being harmonious with the neighborhood.

MR. TIECHE: Okay.

MR. NEFF: I would like to add to that. This came about 2 years ago when we granted, I'm not sure we granted a variance on it but a homeowner came in who lived on Fairview and wanted to add a garage addition. Essentially it ended up, in my opinion being adding a barn to the front of their house. I can show you those pictures, they're on my i-Pad, and I'll bring them next meeting. If we had seen what the structure was going to look like after it was built, I think it would not have been approved.

MR. TIECHE: The only adjustment that was granted was the front yard variance.

ATTY. FORTUNATO: Right.

MR. TIECHE: In that case.

MR. NEFF: If we would have seen what it was going to look we might not have approved that variance. I think it's important.

MR. MORVAY: I think you bring in a piece of subjectivity with this. I think that's what Mr. Tieche is alluding to.

MR. MORVAY: Council any questions? Anthony? Mayor?

MR. NACARATO: No, not really.

MR. MORVAY: I would open this up to citizens, if you have a question or comment about this Ordinance, one way or the other. I do need to swear you in. You would need to state your name and address for the record.

ATTY. FORTUNATO: I'll just add one thing.

MR. MORVAY: Go ahead, Mark.

ATTY. FORTUNATO: To me, although, I'm not advocating it, I didn't think it was a bad idea. It's certainly up to Council and Planning recommended it. I think what Planning is really asking for is more information upon which to base their decision; when a structure is being built. So, that's really all it is. It's just another provision in that section that will provide Planning with more information upon which to make an informed decision. I know it's different than what we've done in the past. Again, we're not asking somebody to go out and get an architectural drawing or rendering or elevations. We're asking for a general depiction of what this is going to look like, if it's in fact a structure involved. That's it.

MR. MORVAY: As the Ordinance is written now; do they have the ability to ask for additional information?

ATTY. FORTUNATO: I believe so. I think Planning can always ask for additional information. The problem is adjustments are usually granted when they're needed. It's already a 30 or 60 day wait. They have to come back in a month. It's troublesome, I think, if it were to work like that, if we told them, hey, give us a drawing next month. If we don't have the authority for that, I'm not sure we could ever ask for that.

ZONING INSPECTOR: You would have to set another public hearing.

ATTY. FORTUNATO: Yes, another public hearing.

MR. MORVAY: If I don't hear any other comments or questions, this public hearing is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
MARCH 3, 2021- 5:30 P.M.

Caucus:

MR. MORVAY: We are going to remove Item B from the Agenda

MR. NACARATO: I'll make the Motion that we remove Item B and postpone it for a later date.

MR. TIECHE: Second.

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

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

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

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

Under **MINUTES**, the Minutes of the Regular Meeting on February 17, 2021 were approved as corrected. *On page 10, the first paragraph after the word EPA it should state that Kathryn Young was speaking.

Under **READING OF COMMUNICATIONS**:

MR. TIECHE: The only item I had and I already talked to Mike Cook about that was the status on 280 Lisbon Street, that's a structure we talked about before being run down.

MR. NEFF: I just had a resident that said we should have better communications for informing residents when there is going to be ditch work. This is kind of complicated because it's not the city. The city allows East Ohio Gas to contract with the contractor. The contractor comes in and tears up the front of the house to lay the pipe to the gas line but doesn't tell the residents when they're going to do it. It would be great if we could encourage or require the contractor to do door hangings or something if it's going to disrupt a business or residence. You can't get out of your driveway when they dig a ditch.

MR. TIECHE: Was that East Ohio or Columbia Gas?

MR. CALHOUN: Columbia Gas.

MR. NEFF: Columbia, sorry.

MR. DUFFETT: I have nothing.

MR. NACARATO: I have nothing.

MR. MORVAY: I just had comments about what was going on with the gas line but nothing in that, I seen some comments about John, you patched some roads and got some compliments there. There were some pot holes and I guess you guys filled them. That was said. Other than that, I don't have any other communications. Wade do you have any?

MR. CALHOUN: Just a follow-up, the Columbia Gas Project, they're working their way down 224. Originally communications that were put out through social media, from the city as well as the representative from Columbia Gas, mid-February engaged in a public education campaign. I believe there was a press release. Local media picked it up to inform everybody of the project. We don't know the exact schedule every single day. It's approximately a 2 month project. Originally the closing of the road on North Broad Street was not anticipated. They planned on doing a lane closure. Because of the safety concerns that the on-site project manager had for his guys, he decided or asked if he could close down the road and we allowed him to do that. Daily, he is in communication with John Rapp, our Public Works Superintendent and anything related to public safety or the police department.

MR. MORVAY: I can see the concern with the resident that possibly couldn't get out of a drive when this was going on. But that would certainly be a concern. Thank you, Wade.

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

MR. TIECHE: I believe that all Members of Council received a copy of the Parks Board Minutes. I was there for part of the meeting so, I'm using that as an update to myself as well. I think everybody received a copy of the minutes.

MR. NEFF: I wanted to ask Mr. Tieche, was there any discussion from the Parks Board regarding the work at the cemetery and Mausoleum?

MR. TIECHE: There was some discussion about whether we were going to put that on the budget and that kind of thing. Was there any discussion after I left regarding the Mausoleum or anything? I know we talked about it in general terms before I left.

MR. CALHOUN: I think it was just in general sort of what's proposed in the budget, I think we have \$5,000 in there for some sort of improvements to the Mausoleum, purely aesthetic. I think for the most part, the Parks Board is in line with the Motion made at the February meeting to focus their efforts, as well as the budgeted dollars this year on a columbarium.

MR. NEFF: I'd like to ask later for comments from Council on that. I would be hard-pressed to agree that we should be spending money on the Columbarium without looking at how much it would cost to do the same thing in the Mausoleum. That Mausoleum has needed tender loving care for decades. If we get the community behind it, we may be able to raise some money for that.

MR. NACARATO: Mr. Neff, if I may. From my professional standpoint from the funeral industry, our current Mausoleum truly has no ability to be rehabbed. The deterioration has gotten so bad; the only way that the Mausoleum still stands is by the crypts that are no longer occupied. Those crypts are weakening as time goes on.

MR. NEFF: A year ago, I went down and met the city there with Public Works and we went through it. We had an architect who was going to give us ideas. As far as I know, that's not been done.

MR. NACARATO: If you alter those crypts interior, I went through that when Mr. Kosar was Mayor and my supervisor, my boss, Walter Sinn (spelled phonetically) and I met Mr. Kosar down there to walk through it. One of the things is the crypts that are in there is what holds that building. It constitutes that building. If you alter those in any way, you're going to lose the structure itself. It wouldn't stand any alterations. At the time that we talked about it, I had an Eagle Scout that was interested in raising funds to either rehab that building or to save the façade of it to make it into an open-air chapel. The Architect I spoke with and dealt with on that informed me that if you alter or took out the crypts in any way, it would cause the structure itself to collapse. So, that's just my professional opinion from walking through it, years ago. To try to salvage anything from that, at this point, wouldn't be fruitful at all for any of us. It would most likely cost too much to try to salvage anything. The stone on that is a stone veneer. It is not true sandstone, which is why it can't be pressure washed, cleaned and spruced up. About the only salvageable parts would maybe be the arches; which are real stone around the windows and doors. Maybe some of the finials on top but that's all cast concrete also. So, from an architectural salvage value it's minimal at best. To rehab that building, I don't know if financially it would be worth it at all. From the second standpoint of that, in the industry with industry trends being that cremation is on the rise, to open that back up as a Mausoleum for full human remains burial, wouldn't make any sense either. Like I said, the structure itself would only allow us to do that type of procedure with it. Unless, in rehabbing it you're going to make, for a lack of a better term, family plots out of those. Like I said, the Mausoleum itself, the crypts are deteriorated enough as it is, and I don't know if you could even salvage those.

MR. NEFF: The longer we let it sit and have water invade the roof.

MR. NACARATO: I'm with you on that.

MR. NEFF: I'm for preservation. Preservation is progress. I think we really ought to try. The way old buildings are salvaged are by keeping the face and building something structurally functional behind it.

MR. NACARATO: From what I understand when I talked to the Architect, you can't even save the face because when you try to demolish the crypts, the face and the sides will collapse.

MR. NEFF: That differs from what the Architect that I talked to. Thank you for that information.

MR. DUFFETT: I have nothing.

MR. NACARATO: Design and Review met last evening. We had 3 Old Business; which all passed. We had 3 under New Business; which all passed. Then we had about an hour long session with the consultants from M.S., talking about setting up some guidelines for Design Review, so that we can get a better handle on how we want to proceed in conjunction with all the work that they've done on the plan that they've come up with. So, we're going to work forward on that and we're supposed to meet with them again next month. That's all I have.

MR. MORVAY: As far as the Fire District goes, last month we had a total of 159 calls, of that EMS calls were 100. We transported 83 of those. That's the activity in the Fire District for last month. With that I'll move to our Public Works Supervisor, Mr. John Rapp.

PUBLIC WORKS SUPERINTENDENT: Public Works has repaired 2 water breaks, one in front of Magnolia's over the weekend and one on Willow Way. We're patching holes as needed throughout the streets, cleaning and repairing catch basins as needed. We are also finding and locating some of the curb boxes that weren't located for our RCAP Program. We're hopefully getting close to being done with that. They are expecting, at a council meeting in April to come in and give a short presentation to everyone, to let them know what we've been doing and show them the progress. I've been working with Columbia Gas; I've been out there numerous times throughout the past 2 days trying to give updates as the information is being relayed to me. There is concrete, so thick stuff through there, I think they said they made it through today; which isn't very good progress but they're only going about 3 feet deep. That road is so thick, that they're hammering out everything all the way down. It's a slow process. They're doing a good job of going around utilities and navigating through there with all that traffic. I'll continue to give updates. We are approaching crossing 46 over by Wertz Towing, and then we'll make an effort with the gas company to contact those residents where they're crossing and give them a heads up that day. I know it's usually a rule of thumb when you are crossing a driveway to at least make an attempt to the resident to either let them pull their car out, so they can park on the street or down the road. I'll relay that to them. Everything should hopefully continue to go well. We just have to be patient with them.

MR. MORVAY: How much longer to do estimate, John?

PUBLIC WORKS SUPERINTENDENT: I would say a couple of weeks. I think once they get across the road and they start getting that devil strip there in-between the curb and the sidewalk, they should blow pretty good through there. Right now, everything is being jack hammered out. One nice thing is they are putting a flowable fill, a fast set concrete. We should be up and running with fairly smooth roads at the end, until they come in and mill it and blacktop it again.

FINANCE DIRECTOR: I completed a health insurance survey to SERB this week. The City will be sent the results of the survey when it's been compiled. It gives us information as to what all the other local governments in the state are doing for health insurance for their employees; it will help us going forward. I've still been working on the '21 budget, which will be on the agenda at the next meeting.

ZONING INSPECTOR: For the month of February we issued 5 permits for a total valuation of \$229,110. Fairway Ford started their footer this week for the new car wash building; they'll be putting up a new 100 x 50 building. I had a conversation with Steve Cocca this week about the PUD on North Broad; he'll be starting to cut down trees this month. Hopefully he'll have that done by the end of the month and have the house demolished. He should be in next month with his final plan for the PUD.

MR. MORVAY: Thanks Mike. I'm going to move over to our Chief of Police, Chuck Colucci

CHIEF OF POLICE: Thank you. Regarding the pipeline that is getting put in, they hired our police to work Monday-Wednesday, they contacted us today and they extended us until Friday. I know I received a question from a resident about how long it was going to be going on, my answer was they only hired us through Wednesday. I didn't have much more to offer. It's not our area other than working safety and making sure traffic flows through. Last night was a really cool night; we got to share the evening with the American Legion 177 at St. Michael's Church. You guys typically operate out of town hall but

MR. DUFFETT: We do

CHIEF OF POLICE: You switched because of COVID?

MR. DUFFETT: Yes.

CHIEF OF POLICE: American Legion great group. I told them we appreciate their service when they served our country and they're still serving our community. They take time every year to recognize one of our local heroes (as they call them) one of our first responders. They recognized a member of the Ohio State Highway Patrol, Canfield Police Department, three members of the Sheriff's Department, and Chief Hutchison nominated his entire group for everything they did during COVID. It was a great evening. Canfield Police Department, Officer Brett Modic was recognized as officer of the year, last year. He also saved someone's life during a drug overdose in December of 2020. Brett was recognized. It was really a good event. I can't thank the American Legion enough. I commented on the flag pole coming from the

north, down north broad. I can't wait for the spring and summer to be able to enjoy that a little bit more. The flag pole is awesome. It looks really good out on the square. Thanks to the American Legion for the flag pole and everybody else that was involved and recognizing our local first responders. We continue to get the calls and complaints coming in about people who have been scammed as a result of unemployment. I don't see that changing anytime soon. Our stance, following the lead of the Ohio Attorney General is, we take a report and provide them with a path an avenue to try to make sure that their identity hasn't been stolen and do everything they can to clear that up. So, it's still going on. It's not slowed down. I don't expect it to slow down. That's it.

MR. MORVAY: I do have a list of the firefighters that were presented this from the American Legion; I'll read them into the record: Jared Armsey, Todd Baird, Brian Blevins, Travis Bricker, Tim Bruner, Ryan Caron, James Dahman, Jr., Bob Dutton, William Ferrando, Jr., Jeff Gallimore, Megan Goehring, Cory Hinderliter, Jon Hutchison, James McCreary, Gio Melia, Jon Molnar, Joe Morell, William Opsitnik, Ed Orr, Dom Reinthaler, Albert Rivalsky, Jr., Kara Rothbauer, Joe Santangelo, Hayden Smith, Jillian Smith, and Brock Trimmer.

MR. MORVAY: I'll move to Patty Bernat, Clerk of Council.

CLERK: I have no report.

MR. MORVAY: Wade, I'll save you for last. Mark, do you have anything for us?

ATTY. FORTUNATO: Nothing of any great importance. I'm working through some Ordinance Amendments and reviewing some options relative to both the CRA and economic development options within the JEDD territory. That's really about it.

MR MORVAY: I saved the best for last.

MR. CALHOUN: We submitted our WSRLA Loan Application today, a water supply revolving loan account; which are the projects for Neff Drive waterline replacement, Bradford Drive waterline replacement, and the bypass feed at the corner of 46 and Herbert Road were all submitted as part of the loan application for the project. Right now the interest rate stands at zero percent. We're hopeful to get the money for all of those projects, so that we can accomplish over the next 2 ½-3 years a complete waterline replacement for Neff Drive and Bradford Drive.

The Fire District, Lease Agreement, that we've discussing over the last few months is in final form. I believe both parties are ready to finalize and sign that. They've indicated that the dispatch agreement, they've sent us a proposal on some amendments to that and would like to sign both agreements together. Myself, Chief Colucci, have been in conversations with their chairperson, Mr. Rich Russo, in order to bounce a number back to them, versus a the number that they presented to us, I can't speculate how long the back and forth on the number might take but I do understand now that is the only piece to that agreement that is probably worth any discussion, is what that total number is going to end up being.

Another agreement, Canfield Township has requested us to potentially amending the school resource officer agreement. As you're aware, the SRO's we have 2 currently in Canfield Local School District and 1 at MCCTC. The MCCTC Agreement is separate. They pay for the time that the SRO is in the MCCTC Building. The Canfield Township, Canfield City and Canfield Local Schools then split the cost of the two SRO's that are in the Canfield Local Schools. I guess the major contention is the formula on which we're calculating what the total SRO compensation is. They've asked us to look at that. We've had a few meetings a couple of months ago that initiated the conversations. We kind of went into hiatus for a little bit. We're trying to pin down the agreeable formula and make some minor tweaks to the contract in terms of termination, 90 out. The biggest thing is the formula on what calculates the total compensation.

I had discussions today with the Youngstown Water Department. Those are progressing in terms of amending the lease agreement. I believe we're getting to a point where both entities, the City of Youngstown and the City of Canfield will be able to start sharing the contract with their respective parties. The City of Youngstown first goes to their Mayor and Council and then if they authorize it, their Board of Control is then authorized to act on it and have them sign that contract. As soon as we have something substantial to present to Council you'll see that in probably a draft memo form, then at a council meeting in the future we'll have first reading of that, so that everybody has time to digest the agreement and the proposed changes. That's all I have. For the items on the agenda we can discuss them as we get to them.

MR. MORVAY: Council, questions for these reports that we just heard? Hearing none, I'll open it up to residents.

MR. MICCHIA: Frank Micchia, 220 Glenview. I have a couple questions for Wade. In regard to the waterline projects that are coming up, I heard you say that we're going to take out a loan to replace these waterlines?

MR. CALHOUN: Correct.

MR. MICCHIA: Do we not have the money in our sewer fund particularly for that type of purpose?

MR. CALHOUN: Not the sewer fund, it would be the Water Enterprise Fund. We do. The proposed budget this year funds half a replacement of Bradford Drive, we can self-fund without significantly depleting our Water Enterprise Funds. The idea is to get the loan, be able to accomplish the projects and rather than take the big hit of potentially the \$300,000 a piece projects, to then spread that out over time in payments and obviously the intent would be to pay it off as early as possible but take advantage of the zero percent interest.

MR. MICCHIA: So, what you're saying is you don't have enough money in the water fund to fund these projects and still keep a little money in the kitty?

MR. CALHOUN: Correct. That would be about 1 million or 1.5 million to fund all three of the projects currently.

MR. MICCHIA: How much is in the water fund right now?

FINANCE DIRECTOR: Around 4.

MR. MICCHIA: Not enough money.

MR. MICCHIA: Item 2: In regard to the SRO's, I have a formula to suggest, the formula is the city pays zero percent. The school should fund their own SRO's, not us and not us taxpayers. That is their responsibility. Do not pay anymore. Thank you.

MR. MORVAY: Thank you, Frank. Anybody else who has a question or concern.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. This has to do with the Mausoleum. Just so you know, we are doing the facelift but we're just putting the problem down the road. It's not like it hasn't been talked about for years. It's right there on the Main Street as people come down. If at all possible before we spend the bigger chunk of money on something way in the back, to make money for the city because people could put their ashes in or whatever, that particular large chunk of money could be used in some way for that historical 1900 Mausoleum in the front, if it could be architecturally changed to something beautiful right there on the street. It has been talked about for over 10 years? I know Frank has talked about the Mausoleum. Just putting that little face on the door, we're kicking it down the road. It's going to cost a chunk of money to either, take it down, fix it up, and do whatever we're going to do. But I think that should be a priority, if we're going to put a big chunk of money into the cemetery this year. To me, we're putting more money into the dead, when it comes to the parks, than we are to the life of the city. I've said that in the meeting. If we're going to do that, that's the approach we're going to go, then spend the money wisely.

MR. MORVAY: Thank you, Kathryn. Any other resident who have a question about these particular reports? Hearing none, we'll move on.

CHIEF COLUCCI: This is odd. I've never walked to the podium before. Regarding what the city manager talked about with the fire agreement. I'm looking for an historic perspective as I'm part of that negotiating committee. I don't know if former City Manager Tieche, Council Member Tieche would know, Bruce historically, John, Wade. The question that I'm looking for is when the Fire Department became a Fire District, they split from the city, and they became a joint fire district between the township and the city. Currently and as long as I've been Chief, I'll I throw the current numbers out there; we pay \$450,000 to run that dispatch center. Currently, the Fire District pays 22%; which equals somewhere between \$90,000-\$100,000. We decided to offset that budget with other fire agencies to the tune of approximately \$40,000. So, the City of Canfield is responsible for just about \$300,000 of that budget. My question from an

historic standpoint is does anyone have an answer on why Canfield Township doesn't participate in that? Why is it just Canfield City? I think it would help at least me, maybe Wade, I might be speaking just for me, but it might help me to proceed through negotiations.

MR. MORVAY: As far as the township using the dispatch?

CHIEF COLUCCI: Right, because it's City and Township Fire District. Right now it's the city is picking up \$300,000 of that cost. Canfield Township pays zero. I know the taxpayers are paying into the fire levy but so are the city members. My question is, is that just the way it is, the city picks up the rest of that?

MR. MORVAY: Well, there is a separate tax for the district that the township individuals pay and the city individuals pay. That goes to the district, then the district then pays you to dispatch. How that agreement came to be early on, maybe Mr. Tieche would know, that 22% number came up, I don't know. I don't know how many years ago, 4 years ago, or so, before Wade got here, Mr. Warino was here. The discussion was that the district felt that they weren't being treated fairly. That 22% was way above what they should have been paying. Then Wade came in and it was brought up again with Wade, that 22% was questioned. Mr. Calhoun said, we'll let's go back and look at all the agreements. That when we started looking at the lease agreement. The district actually opened up a can of worms. That agreement way back when might have been fair and equitable. It seems like now that it really was. There were certain individuals on the district that wanted to make sure that it was. That's where we're at right now. That's what we're trying to do right now.

CHIEF COLUCCI: From a city perspective, and I work for the city and I'm accountable to this community just as much as anybody else is, especially when it comes to fiduciary responsibilities. We are spending \$300,000 more and the township participates zero. They're getting the same level of service as Canfield City. I'm struggling with that.

MR. MORVAY: For the Fire District.

CHIEF COLUCCI: For dispatch. I don't know if I'm missing something.

MR. MORVAY: Our citizens, our Canfield citizens, of the city, pay for the dispatch for the police dispatch.

CHIEF COLUCCI: Right. Police take up 50% of dispatching.

MR. MORVAY: Right.

CHIEF COLUCCI: The numbers still don't balance out. Maybe there isn't an answer.

MR. MORVAY: I think Wade has taken a good approach to say hey, let's go back and revisit those agreements and make sure they're fair and equitable. That's what we're trying to do.

Back when, and I'm sure Mr. Tieche will attest to this, it was sort of like the Good Ol' Boy network. When the Fire District was formed, hey you guys do this and we'll do that. There was no written agreement. So, going forward, I think that it's good that those agreements are there because everything is definite and we don't have to rely on hearsay or the deals that we're made without anything being written down.

CHIEF COLUCCI: I'll leave with police takes up about 50% of dispatching and fire is about 50%. Just so council is aware, the city is aware, that those numbers don't even out. I don't know if time has brought us to that point but the fire board asking for reductions in costs and the township is not contributing a single penny to that is a hard to swallow. But our service is to provide public safety.

MR. MORVAY: They are because they're paying taxes to the district.

CHIEF COLUCCI: So are the city residents. It's the fire levy money. It's just for fire. It's going to the district. Canfield City is still picking up a large portion of dispatching services. I want to be on record to make sure that as we go into this, it's known. I wanted to be corrected and assisted if my thinking is short. Thank you.

MR. TIECHE: A couple of comments and suggestions. I don't know how far back our records go with regard to the Fire District and what the original contract was set up as far as dispatch is concerned. The Fire District was created, I believe, in 1989. When I came back to Canfield as City Manager it was 1991. There were agreements in place at that time. I don't recall what those were as far as splits. Also, I know that the police departments number of calls were much greater than the fire departments. The fire departments number of calls has increased quite a bit and therefore, their proportionate share of that cost probably needs to be adjusted. Without going back and pulling all those contracts, I don't have that stuff in my head.

CHIEF COLUCCI: That's true. In my 24 years here, fire calls have increased greatly. I respect that.

MR. MORVAY: I can speak for everybody on the Fire District Board, I don't think there is a better service out there, than what we have here.

CHIEF COLUCCI: Thank you.

MR. MORVAY: So, there has been some rhetoric that the Fire District is going to go somewhere else. I don't believe that's true. I speak for myself; I don't want that dispatch to go anywhere else. I don't think the other members of the district want it to go anywhere else. We just have to sit down and negotiate this. I think we're getting there.

CHIEF COLUCCI: We had positive discussions earlier this week. Thank you.

MR. CALHOUN: Just to piggyback. Council Member Tieche, I think the original 25% or 28%, which was reduced to 22% in the most recent agreement, in the early 2000's maybe late 90's. In 2018, when the Chairperson of the Fire Board approached the city in terms of paying too much for dispatching for the proportionate share of costs. We performed a cost of service analysis and based on that analysis, the true cost of service to specifically, the Cardinal Joint Fire District would be approximately between \$100,000-\$110,000. They pay, as Chief Colucci mentioned anywhere from \$90,000-\$100,000, this most recent year, because it's 22% of total personnel cost of the dispatch center. That's something that again, we've discussed over the 4 years that I've been here, is not accepting the number and asking for reductions from the Fire Board standpoint and not having any valid reason, in my opinion, for that reduction. As Chief Colucci mentioned, the call volumes that come out of the dispatch center, if you're a private sector you see it as a cost set, we're providing a service to a number of different agencies. Canfield PD is 50% of the call volume that comes out of that call center. Cardinal Joint Fire District is about 37% that comes out of that call center. Then we have Green and Berlin Township to make up the remaining percent. So, call volume from Police Department to Fire Departments is a 50/50 call volume split. However, the financial responsibility, my ability is approximately 75% City of Canfield and 25% spread across the remaining fire districts. So, I think that sort of what Chief Colucci alludes to, in the fact that everybody talks about proportionate share when they want their proportionate share, ignoring that the proportionate share that the City of Canfield has always encompassed in the contract has been substantially more. We've had conversations with fire chief's about bringing on new agencies and what that would mean and how that would translate to cost reductions for all the agencies that we dispatch for. The question was asked, what's the number that we, the city, would like to get to? I gave them the answer, 50/50 split. But I don't think we're ever going to get there. So, we're trying to get as close as we can to that number. That was the grand plan in talking with a number of different fire districts coming to Canfield, which has now been foiled to the benefit of another dispatching agency. Its further disproportionate cost sharing as Fire Districts are not coming on to the City of Canfield. Through the course of the negotiations, from our standpoint, we've lost two dispatches, Ellsworth Township and Damascus left over the last, year and a half to two years because the grand plan was we're all coming together on one dispatching center agreement and we have not been able to come to that agreement. The longer this takes, in talking dispatch, the more inequitable that cost sharing is going to become.

MR. MORVAY: Thank you, Wade. Any other questions about these reports? Hearing none, we'll move on.

Under Persons Desiring to Appear Before Council:

MR. BILL KAY: My name is William Kay; I live at 755 Blueberry Hill. Keeping with my tradition of a man of few words, I will be brief.

MR. MORVAY: I might add that Mr. Kay was the Mayor of Canfield for how many years, Mayor?

MR. BILL KAY: Eight years. I serve on the Canfield COVID-19 Task Force. Governor DeWine, (for those of you that are not aware) challenged every Mayor in Ohio to establish a task force to stem the flow of COVID-19. Mayor Duffett accepted the challenge and has succeeded in involving many Canfield citizens. The Governor has stated publically that Canfield's COVID-19 Task Force is exemplary. It was nice to see you Mayor, along with the Superintendent of our schools featured on the Governor's program two weeks ago. Great job! I've heard a lot of comments around town about COVID-19, one of the main things that it's done is it creates communications among the people. I congratulate the Mayor for stepping forward. The people in Canfield are proud to have a Mayor who is willing to step forward and represent our city in such a positive manner. I'll be the first one to give you heck when I don't like what you're doing. I'd also like to close by saying this building is named after Francis J. McLaughlin, my good friend Spike. He was Mayor of Canfield for 26 years. Everyone knew Spike. Everyone knew he was the Mayor of Canfield because he stepped forward. That's why the building is named after him. Mayor, I think Spike would be very proud of you. The people of Canfield need to know who their Mayor is, and he's doing a great job. Thank you.

MR. MORVAY: Thank you, Bill. Do I have anybody else who would like to appear before Council this evening? Hearing none, we'll move on.

Under **OLD BUSINESS:**

ITEM A: An Ordinance Amending Canfield Codified Ordinance §1127.03 (d) (3) to Provide a Depiction of Certain Adjustment Requests.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. TIECHE: Mr. President, I have an Ordinance Amending Canfield Codified Ordinance §1127.03 (d) (3) to Provide a Depiction of Certain Adjustment Requests. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Wade, could you just brief us on this. I know we had a public hearing but for the benefit of everyone.

MR. CALHOUN: Planning & Zoning discussed this for some time making amendments to this particular section to allow for more content to be included in the application for an adjustment when it comes before them, more specifically as it relates to an adjustment that includes the construction of a structure. We've added the additional language to require a depiction or schematic of the finished product in order for the zoning commission to understand what is being proposed as part of that adjustment request.

MR. MORVAY: Questions?

MR. TIECHE: I still have a concern about whether we're asking for problems, having pictures associated with the adjustment.

MR. MORVAY: I too feel that there is going to be some subjectivity here and I think we can wordsmith this and bring it back. I'll probably be voting no on this Ordinance this evening. Residents, do you have a question or concern about this Ordinance? Hearing none, Patty.

ROLL CALL ON ORDINANCE:

1 Vote-Yes (Mr. Neff)
4 Votes-No
Ordinance fails.

MR. MORVAY: Item B, under Old Business was removed from the agenda this evening.

Under **NEW BUSINESS:**

ITEM A: An Ordinance Authorizing the City Manager To Enter Into An Agreement With MS Consultants, Inc. in the Form Attached hereto for Engineering Services Related to Storm Sewer Infrastructure.

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

MR. NACARTO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

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

MR. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: Mr. President, I have an Ordinance Authorizing the City Manager to Enter into an Agreement with MS Consultants, Inc. in the Form Attached Hereto for Engineering Services Related to Storm Sewer Infrastructure. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Wade can you brief us on this?

MR. CALHOUN: As Council recalls, the City of Canfield was awarded a FEMA Grant that was administered by the Ohio Emergency Management Agency namely; the Hazard Mitigation Grant Program. The total project of improvements proposed for the Sawmill Creek drainage that runs from the Mill Creek MetroParks Bike Trail at the Canfield High School property all the way down to Glenview, is the subject area of the improvements that are being proposed. This project is 100% grant funded through a FEMA Grant as well as an OPWC Grant to provide the local share; which typically would be the City of Canfield's match. In order for us to proceed we now need to go to the actual design phase of the proposed improvement. Beginning in 2018, MS Consultants, through their General Engineering Contract, provided services in studying the area going through the grant application process over the last few years to get us to the point we are today to be able to start this project. This Ordinance will authorize the agreement with MS Consultants for the Engineering Services related to final design and bidding for the Sawmill Creek Improvement Project. The amount of this contract with MS Consultants is not to exceed \$268,600.00

MR MORVAY: Thank you, Mr. Calhoun. Any questions about this particular Ordinance?

MR. TIECHE: As I read the agreement and I didn't spend a whole lot of time reading it, it sounds like the \$268,000 is really a first phase design type of thing. As you get into the bowels of this agreement in some fashion you could actually have additional contracts that would be required because Army Corp or Engineers and some of those kinds of things.

MR. CALHOUN: Currently there are a number of unknowns. Once they get into the final design phase, there might be something they run into beyond the control of what we know today.

MR. TIECHE: We also can run into appropriation of property or acquisition of additional property for retention ponds or whatever.

MR. CALHOUN: Correct.

MR. TIECHE: Be aware, this may not be the last time you hear of this. But you have to get started somewhere.

MR. MORVAY: Residents, questions?

MR. FRANK MICCHIA: Good evening, Frank Micchia, 220 Glenview. As I understand this project is fully funded by a tune of \$800,000.

MR. CALHOUN: 1.179 million dollars.

MR. FRANK MICCHIA: It's fully funded.

MR. CALHOUN: Correct. We have a FEMA Grant, Ohio EMA Grant and OPWC Grant.

MR. MICCHIA: Is this \$268,000 part of that grant or in addition to that grant?

MR. CALHOUN: It is not. The FEMA Grant will reimburse 5% of total engineering costs at the end of the project. So, of this project, we potentially get 45-50 reimbursement back from FEMA. But the 1.1 million dollars is for the actual constructed improvements that are estimated to cost.

MR. MICCHIA: Okay, I'm still not sure of the answer. The \$268,000 is that an addition to the 1.1 million or is that part of the 1.1 million?

MR. CALHOUN: In addition to.

MR. MICCHIA: So, the project is really like a total of \$1.4 million.

MR. CALHOUN: Correct.

MR. MICCHIA: Okay, thank you. Just a comment, I still think this project is going to result in additional flooding at Glenview.

MR. MORVAY: Questions or concerns about this particular ordinance? Hearing none, Patty.

ROLL CALL ON ORDINANCE:

5 Votes-Yes

0 Votes-No

Ordinance passes

Ordinance 2021-10.

ITEM B: An Ordinance Authorizing the City Manager to Enter Into An Agreement with S.E.T., Inc. to Extend a Waterline to Millennial Moments.

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

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

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

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. DUFFETT: Mr. President, I have an Ordinance Authorizing the City Manager to Enter Into An Agreement with S.E.T. Inc. to Extend A Waterline to Millennial Moments. I move for passage.

MR. TIECHE: Second.

MR. MORVAY: Wade, what is this Ordinance doing?

MR. CALHOUN: As part of the Millennial Moments JEDD Agreement that we have with the township as far as the city to provide water and sewer to service that development, the sewer project was completed late last year. In September of 2020, the City of Canfield employed the services of Wallace Pancher Group of Engineering the Waterline extension project. The bidding process took place in February; the bid opening was on February 24th. You have in your agenda packet a recommendation letter from Wallace Pancher. We had 8 respondents in total to this bid for the waterline extension. The apparent low bidder on the project ended up having 3 key missing pieces out of the bid. That bid was ultimately rejected and not accepted. Their bid was, I believe, \$92,000, so the next lowest bid was S.E.T. Inc. at \$100,672.60. What this Ordinance does is authorizes the signing and entering into the agreement with S.E.T. Inc. for the

construction of the waterline extension from where our services currently end; which is on a fire hydrant about 200 ft. east of North Palmyra Rd. This will take it across N. Palmyra Rd. and south to the corner of S. Palmyra and 224 for the Millennial Moments Development.

MR. MORVAY: Thank you Wade. Council questions? Hearing none, I'll open it up to residents.

MR. MICCHIA: Frank Micchia, 220 Glenview. This 200 feet of pipe, is it sized in anticipation of brining water to Red Gate?

MR. CALHOUN: Yes.

MR. MICCHIA: Is it bigger than it would have been had we not anticipated water going to Red Gate? I'm sorry; if it was just Millennial Moments what would the pipeline cost?

MR. CALHOUN: Yes, What was the original cost?

MR. MICCHIA: Assuming we weren't sizing it to go to Red Gate.

MR. CALHOUN: I don't have that information with me.

MR. MICCHIA: But it did cost additional money to size the pipe bigger, so that it could theoretically go down to Red Gate?

MR. CALHOUN: Correct. Theoretically.

MR. MICCHIA: We're paying some extra money to increase the size of the pipeline with the anticipation of going to Red Gate?

MR. CALHOUN: Correct.

MR. MICCHIA: If we ever go to Red Gate. Thank you.

MR. MORVAY: Thank you, Frank. Any other concerns?

MR. NEFF: That was increased from 8 inches to 12 inches?

MR. CALHOUN: Correct.

MR. NEFF: Thank you.

MR. MORVAY: Hearing no others, Patty.

ROLL CALL ON ORDINANCE:

5 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2021-11.

MR. TIECHE: A question, just hypothetical, if we stop it at Millennial Moments and we spend less money, then we decide to go to Red Gate, how much more does that cost? Isn't it cheaper doing it now?

MR. CALHOUN: Correct.

MR. TIECHE: Thank you.

ITEM C: A Resolution Authorizing the City Manager and City Engineer to File Application and to Execute Contracts and Act as Chief Executive Officers for the Federal Emergency Management Agency ("FEMA") Funded Project; Namely the Sawmill Creek Improvement Project, and to Designate the Finance Director As Chief Fiscal Officer for all Grant Documents for the Project and to Designate MS Consultants, Inc. as the Project Manager.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MR. NACARATO: Mr. President, I have a Resolution authorizing the city manager and city engineer to file application and to execute contracts and act as chief executive officers for the federal emergency management agency ("FEMA") funded project; namely the sawmill creek improvement project, and to designate the finance director as chief fiscal officer for all grant documents for the project and to designate MS Consultants, Inc. as the project manager. I move for passage.

MR. TIECHE: Second.

MR. MORVAY: Wade could you explain this Resolution to us?

MR. CALHOUN: As part of the requirements of the aforementioned FEMA Grant that was awarded we are required, the governing body, the entity is required to pass a Resolution making the designations that Council Member Nacarato just read before the city could start the project and prior to any of the funds being distributed from the Federal Emergency Management Agency. As part of the requirements of the application process this is us designating who is responsible for the City of Canfield in managing the project, the financial oversight of the project and then the overall management of the project.

MR. MORVAY: Thank you Wade. Council questions? Hearing none, I'll open it up to residents. Hearing none, Patty.

ROLL CALL ON RESOLUTION:

5 Votes-Yes
0 Votes-No
Resolution passes.
Resolution 2021-03.

ITEM D: A Motion to Waive a Portion of Utility Charges.

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

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MR. TIECHE: Mr. President, I have a Motion to Waive A Portion of Utility Charges. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Wade can you let us know what this adjustment is about?

MR. CALHOUN: The building owner located at 584 East Main Street experienced abnormal consumption as a result of leak that spanned over two of their most recent billing cycles. This was an issue just, right after the meter. The meter is housed in a utility closet with a furnace that through some freezes those pipes busted. Because of the business not being open your typical Monday-Friday, it leaked for a period of time before it was noticed. Within probably a week's time period the same incident occurred again, resulting in another abnormal consumption for the suite owner located within the building. What this Motion considers is the granting of an adjustment to the sanitary sewer portion of the two abnormal billing cycles. Adjustment consideration number 1, the first bill to have abnormal consumption was just under 40,000 gallons. The sanitary sewer portion of that bill will be reduced down to minimum consumption of 5,000 gallons, resulting in a total bill adjustment of \$353.77. In addition to the adjustment for the leak, this particular bill, through the course of knowing that it was going to span two billing cycles, the property owner did not pay the bill, the system put on late fees and penalties, so part of this first adjustment includes the waiver of those penalties or the adjustment of those penalties off the bill for \$83.84. The second adjustment consideration, same circumstances, but again, the second bill abnormal consumption of approximately 35,000 gallons, was experienced and the sanitary sewer charges are also being reduced down to the minimum 5,000 gallons. That second adjustment consideration is for a total of \$308.61. The history of this particular user over a quarter, they use approximately 200 gallons of water, over a quarter period. So, it's literally one bathroom in a space that there is not water consumption on a regular basis. But per our ordinance the minimum amount that we charge is the 5,000 gallons; which is why the adjustment for sanitary is only going to 5,000 versus the typical average consumption which is approximately 200 gallons.

MR. MORVAY: Council questions? Wade this is all predicated on us getting our rebate from Mahoning County?

MR. CALHOUN: Correct. So, anytime we've done these in the past, it's contingent upon Mahoning County Sanitary Engineer's approving the adjustment that we're granting. In this case, by all indications, the water didn't go into the sanitary sewer, then they didn't have to treat the water as a result of the leak, so it did not increase the treatment of the water when it came from the City of Canfield. There is a floor drain located in this utility closet that goes to the storm sewer. So, the building owner indicated that the leak didn't cause too much damage because it was in close proximity to that drain, but it still resulted in an abnormal consumption. The building owner or the tenant will still be responsible for paying the water charges for consumed water, per our ordinance. However, the sanitary sewer charges, like in the past, are something we can adjust, as long as Mahoning County Sanitary Engineer authorizes or grants us that exact same adjustment.

MR. MORVAY: The point is, the residents of Canfield will not be paying this out of their pocket. It's a rebate from Mahoning County Sanitary Engineer's Office. I'll open this up to questions from residents. Seeing none, hearing none, Patty.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Motion 2021-05.

Under Council Comments:

MR. TIECHE: I don't have any.

MR. NEFF: I would like to propose, I don't know if I should make this in the form of a Motion, for the city to create an economic development five member board to work for the city to bring more business and residents to Canfield through targeted marketing, policies and new efforts. This has to be maybe looked into by the City Attorney. He could probably look at some other economic development. I think on that board should be

ATTY. FORTUNATO: I'll be more than happy to work with you to get that Motion in a form and then bring it to Council.

MR. NEFF: Perfect. Thank you, Mark.

MR. DUFFETT: I just wanted to salute the first responders that we honored last night at the American Legion, what the Chief said. To see all those fireman, all our police officers, the Sheriff's Department, in particular our police department. People forget that during COVID it just makes your job tougher. That was nice to see last night.

MR. NACARATO: I have nothing.

MR. MORVAY: I would just like to comment about our city. My daughter lives in Washington, D.C. and I went down to see my granddaughter, I was having this discussion with Mr. Tieche earlier. It's a very scary time. Especially going into a city like that. In the morning I walk to the bakery about 4 or 5 blocks and within that time there is 3 or 4 cars with windows busted out. They were looted during the night. There are carjacking's and robberies. Then you get back to Canfield, Ohio and how blessed we are in this little community. We know one another. We live together. We take care of each other. We have, I think, the finest city that I could ever want to live in. Kudos to everybody that gets involved, Council, Mayor, Staff, Wade, Chief of Police, and Don Hutchison our Fire Chief. Just an excellent job that everyone does. Thank you for this wonderful city. With that I'll adjourn.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

MINUTES

CANFIELD CITY COUNCIL
CHARTER REVIEW WORK SESSION

MARCH 3, 2021

IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING

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

MR. MORVAY: Mayor, do you want to start us off?

MR. DUFFETT: First of all, I appreciate your efforts Mark and Wade to review the Charter of the Municipality of the City of Canfield. I think it's helpful for the Mayor, Council, City Manager and City Employees and all our citizens to understand better who has what responsibilities and how municipal government works. I have some remarks about how I see the role for Mayor in light of the Charter. Since the Charter clearly says that the Mayor by office "Shall be a member of the Council with the right to vote on all matters, except removal from office or excused absence from official duties." That's the Charter of Municipality of the City of Canfield Section 3.05, Page 7. From here on out I'll refer to it by Section number and the page will be cited; which is of course from the Charter. In addition, I'll highlight a few responsibilities of the Council and the City Manager as the role relates to the Mayor and to the City Council. Secondly, I'd like to talk about the powers of the Mayor. There are a number of duties assigned to the Mayor, Section 3.05, Page 7. Two key duties, one negative and the other affirmative, is that the Mayor shall not interfere with, into the powers and duties of the City Manager and the supervision and conduct of the city. The Mayor shall be the ceremonial head of the municipality. The key issue from our last meeting when we left off here was what does the ceremonial head of the municipality mean. The Charter has no definition but has several examples. To get a definition, I talked with several previous Mayors' that are in town and asked them two questions. 1. How do they understand the clause ceremonial head of the Municipality? 2. What did they do under that clause in its enumerated powers? They were informative discussions bringing approximately 25-30 years of experience of Mayor of Canfield precedent to not only the definition of the clause but also what they did and how they led under its powers. Almost all Mayors were not only the ceremonial head of the City but the public face that comes with the power and the position in the Charter. They were the Chief Public Relations person for the City. All of them agreed that they were often the first person contacted by the media, congressmen, governor, state and federal office holders, Mahoning County Commissioners, other Mayor's, and new businesses. Like Council Members and the City Manager the Mayor receives multiple complaints from residents and local business on a wide-variety of city issues and concerns about city personnel. Due to the nature of the job as defined by the Charter and the usual and customary definition of the term Mayor, Mayor's receive more public acclaim and criticism; it's just part of the job. From my perspective, I have faithfully fulfilled my term as Mayor consistent with the past, in line with my predecessors and well within the definition of ceremonial head of

the Municipality. All former Mayors that I talked to or dealt with issues, which were necessary in their time, were in the best interest of the City of Canfield and in keeping with the Charter. One recent example is our COVID Defense Task Force. For instance, in keeping with the Charter and past precedent, like former Mayors, I invited the City Manager and the Chief of Police to be involved in this crucial issue of COVID that we are facing today; as my predecessors did in their initiatives, in their terms. I do think, since our Charter, approved by the voters on November 5, 1968, the same day that President Richard Nixon was elected President, defeating Hubert Humphrey, envisioned Mayors who has leadership styles that may be more or less characterized as, more or less engaged in their position. One of the first Mayor's under the Charter was Mayor Francis "Spike" McLaughlin, he was a very engaged Mayor for a number of years and was very engaged and popular. As we all know we are now in the named building in his honor. Effective Mayors have been of both stripes. As you may surmise, I consider myself an engaged and active Mayor, staying well within the Charter provisions. I think Canfield needs an engaged Mayor at this time. Moreover, I think our accomplishments and I emphasize, our accomplishments together speak for themselves. I believe that we are just getting started. Thirdly, I'd like to address the powers of the council in Section 3.08. Our City Attorney was quite helpful explicating selected sections of the Charter in relationship to the City Manager, and the Council and Mayor. Sometimes, he says there is a rub or a friction. It is clear; the City Manager is the Chief Executive, Administrative and Law Enforcement Officer of the municipality, that's section 5.03, Page 18. In addition, Council including the Mayor is a Council Member with all the rights, responsibilities and duties of any other council member may not remove or dictate the appointment of any office under the city manager's jurisdiction. Moreover, the City Manager runs the day-to-day operations of the city, not the council and not the Mayor. Yet, and here is the possible rub, the City Manager shall be responsible to the Council for the administration of all municipal affairs, section 5.03, page 18. Make reports as the council may require concerning the operations of municipal departments subject to the direction and supervision of the City Manager. That's in Section 5.03, Page 10. The City Council may inquire into the conduct of any officer, employee, agent, or independent contractor in the service of their powers, duties or functions, or in their performance of work on behalf of the city. That's from Section 3.08. The City Manager runs the administration of the city subject to the city council. In addition, by any reasonable interpretation of the Charter, although Council does not supervise or select city employees under the city managers authority, the city manager has the power to inquire into any conduct of any officer, employee in the exercise of their powers, duties or functions or in their performance on behalf of the municipality. That's in Section 3.08. In summary, the rub that some on council have with the city manager is not your powers, duties or responsibilities, in fact we rated you quite high in your evaluation on some of the inventories. Where some council members rub with you (to use Atty. Fortunato's term) was on judgement issues, related to selected personnel issues and in dealing with another government entity, which we talked about and there is no secret or surprise here. Moreover, as city council members, the Charter is quite clear about our right, power, and responsibility to make such an inquiry into the conduct of any employee or any issue. We are all interested in doing what is in the best interest of our City of Canfield. This is what we are elected to do. Thank you, Mr. President.

MR. MORVAY: Comments? Wade?

ATTY. FORTUNATO: I don't think anybody is going to argue that the Mayor is the ceremonial head of the city. The Charter provides for that. That has been what has historically occurred. I think the issue that's been raised is has the Mayor overstepped his bounds in terms of the administration of the City. That's based on complaints by the City Manager and the Chief of Police. If that occurs, I think the Charter should be clear about that. If that doesn't occur and the Mayor is the ceremonial head of the City, I don't think there is a problem; I think that's the way it's always been. Whoever the Mayor has been, has always acted as the Ceremonial Head of the City, to my recollection. But they shouldn't pursuant to the Charter and the City Manager form of Government become involved in the administration and the day-to-day operations of the city. I think that's very clear in the Charter. I don't know what else I can add to what I had said last week. The rub that the Mayor reference is; the City Manager form of government is inherently a little difficult, I think. You have a Mayor and you have a Council and yet you have an administrator who is the CEO of the City. As I said the last time, it's council's job to set policy, steer the ship, point to the direction that the ship should go but it's up to the City Manager to get that ship there, to man that ship, to equip that ship and get it there. So, you have 3 separate bodies, so to speak, a Mayor, a Council and a City Manager. The Charter is clear to me that the administration of the city on a day-to-day basis, hiring, firing and running each and every department of the city is up to the city manager. Council might not like the role they're in at times; I wouldn't minimize it as an advisory role because I think it's more than that. You set the policy, you provide the direction and it's up to the City Manager to get the city where you want it to go. That's more than an advisory position. But that doesn't entitle you to run the daily administrative activities of the city, either. If there is a rub, that's where the rub is.

MR. MORVAY: For the time that I've been on Council 8 years, 9 years or however many years it's been, I was taught by Andy Skrobola that anything that I do needs to go through the City Manager. In short of that, I think if we do go rogue, any one of us, that's just trouble. I think it causes trouble. The chain of command is an issue. Who should, Betty or Suzie or Chief takes commands from. It doesn't work. It has to come from the CEO. It's nothing more than a business type arrangement. We are the Board of Directors. He is the CEO. You seldom hear a Board of Directors make a comment outside the board room. They steer the ship. They steer Wade's direction. We want Red Gate opened up. Fine, let's go at it. Here's what we want done. Here's how we think it should be done. Wade, go get it. I feel that we start talking outside of Council that our opinion is representative as something that has been vetted through the city and adopted by the city. I think that's dangerous. I think that's real dangerous.

ATTY. FORTUNATO: I would agree that I think it would be dangerous and inappropriate for any member of council or the Mayor to be making statements contrary to the City Manager, because he administers the operations of the city. I do think however, the Mayor is the ceremonial head of the city and if, for example, a donut shop opens in the city and they want to do a ribbon cutting, the Mayor is the ceremonial head of the city, he is probably going to be invited to that ribbon cutting.

MR. MORVAY: I have no qualms about that.

ATTY. FORTUNATO: I just want everyone to understand that too. There is a role for the ceremonial head of the city. It's not administration. It's not stating policy. It's doing what all of you do as council members but cutting the ribbon at a new business, items like that.

MR. MORVAY: When we were at Good Morning Canfield, Mayor Kosar would be briefed by Mr. Warino, and then Mr. Kosar would offer up the statement at Good Morning Canfield. That's just my two-cents about the whole matter.

MR. NEFF: I'd just like to say that I'm sort of frustrated. I think this is trivial to keep saying, ceremonial, ceremonial, ceremonial. These 5 council members are Wade's boss. So, I don't know how you expect us to not respond to somebody that asks us a pertinent governmental question that gives our opinion. Not on behalf of the Council. Not on behalf of the City. When we get asked about something that's going on or concern that a citizen has, and I would that we kept, I think that Wade, you're more of a COO than a CEO. This is all semantics. My frustration is that we're not making progress fast enough.

ATTY. FORTUNATO: I wasn't referring to council members as ceremonial. I was referring to some of the Mayor's duties are ceremonial.

MR. NEFF: Okay.

ATTY. FORTUNATO: The Charter says that.

MR. NEFF: But we keep going over that and to me, I think Richard is wonderful Mayor. I think he's done a wonderful job. I completely agree with the statement that he just read. I'll go on record at that. But I think Wade's doing a great job. If we can't have an open communication where we can suggest improvements, then why do we even have a council?

ATTY. FORTUNATO: You have that. I think we talked about that last time.

MR. NEFF: We'll that's what we're doing. I'm sorry; I didn't mean to interrupt you. But I don't get where you say that we're interfering. We don't mean to. I don't see how you can take that a Council or the Mayor is interfering with, and John you said that last meeting.

ATTY. FORTUNATO: I don't think I ever said that council was interfering. I'm just citing the charter.

MR. NEFF: John is on record, in the minutes, that we're interfering with Wade's running the city. We don't mean to do that. I don't think.

MR. MORVAY: We did.

MR. NEFF: What did we do?

MR. DUFFETT: Let me ask you a question John, interfering. When we started, I go back early in my time as Mayor when we started the patriotic project of parking. The city manager and I worked well together on that. Right before Memorial Day we implemented putting parking signs, Mr. Micchia and Mayor Kosar was involved with that too, it was an operation that we worked on together but it wasn't just ribbon cutting for a donut shop or whatever. It was action that was happening throughout the city. I spent a lot of time on it, as did these and probably Mr. Micchia the most. The flag pole ceremony is another that took active work. The COVID Defense Task Force, I was asked to be involved with that. I was asked to do it and make reports. It takes a lot of time. But fortunately the Canfield people have responded and we're trying to get a message out the best that we can on vaccination and COVID defense issues. The Mayor's Business Forum, that's an initiative that we started, it's been idle a little bit with the COVID response. The Veterans Administration, bringing the Veterans Administration here. That took a lot of effort and we worked on it together, seeking at least 10 different American Legions that we talked to. Wade is it more or less?

MR. CALHOUN: Oh, yeah, (inaudible).

MR. DUFFETT: Maybe more.

ATTY. FORTUNATO: I think all of that is appropriate.

MR. DUFFETT: Right. When I was elected to this position and even before, I talked to 4 Mayor's about what it was like. I knew Mr. McLaughlin personally. Then I got elected. I got more advice internally. Then this issue of the rub has occurred. I went back to these Mayor's and talked to them about it, just to see what they thought and going over my first 3 years here. You don't get any more money for doing any more effort. But there is a lot of effort that's been put in and I think it's all part of the precedence that other Mayors have done and their issues that they've had to deal with. I know Mayor Kosar dealt with the water issue, which was a hot one and the JEDD getting that moving forward. Those are issues that came up. I don't know all what Mayor Kay did or Mayor "Spike" McLaughlin. You get called about a wide-variety of issues and you get asked to comment on a wide-variety of things. I think any council member, our Federal Government is not a very good example, but it is an example, any Senator or any Congressman making a comment on any issue because it is a democracy. I don't think that all of us have to go through a certain direction to get approval. I'm elected to represent the people and bring their issues to here. To other council members and the City Manager and I'll continue to do that. If I run again, I don't know that I will, but if I run again, and the people don't like what I've done the last 4 years, I'll sure know it. They'll vote me out. That is our accountability, all of us. I consider us teams, even when there have been disagreements with team members. That's what happens in politics, you're going to disagree and you're going to move on. I've given the best effort that I can, based on the guidance that I received and the precedence that I received from almost 3 decades of Mayors. This is not clear. This Charter is not clear. It doesn't

define ceremonial head, so that's why I went to the other Mayor's. I know how I think it is. We've had some differences. Those have been well documented and well talked about. At some point, we got to move forward. But I also want to state for the record of what I think my responsibilities are and the past precedence that has been set.

ATTY. FORTUNATO: Again, my issue has fundamental been the administrative issue. No member of Council or the Mayor should interfere with Wade's administration. That doesn't mean you can't talk to them about things. That doesn't mean you can't ask him about certain things. It doesn't mean we can't give him direction. But on a day-to-day basis the city manager runs the city. You set the policy, you set the direction but it's up to the city manager to provide all administrative duties within the departments of the city. If everybody agrees with that, and everybody does that, I don't think there is much of an issue. It's just making sure that everybody does that.

MR. CALHOUN: I think that's, for me, where it always has been where the rub exists. On numerous times asking for clear direction from Council on how we want to operate. Nobody is saying that council members can't talk or answer questions from constituents. That's not what we've said, it has never been indicated. But in the interpretation of what ceremonial duties are for the Mayor and those crossed some lines that are blurred and because it's not clearly defined as to who is supposed to be doing what, the interpretation of your powers and duties have caused, not interference but issues and has impacted the City of Canfield operations. Like I've said in the past, I've asked from clear direction from Council on certain ways of doing things, to continue operating in that fashion or to change direction. Council has always weighed in on that. I think the rub exists in whatever the interpreted ceremonial duties as the public face, media relations, head of the city has caused internal issues amongst personnel.

MR. NEFF: We're still going back to ceremonial head. I think we should be talking about the communications that we would like to see improved from you, Wade. It would be good to know and to ask Council what we thought about moving your office upstairs and renovating upstairs. It would be good to know when you're going to spend \$360,000, a significant amount of COVID money; as far as I know you didn't get any input on that, just so we knew what was being spent. To put Kevlar walls and bullet proof glass in the entrance way, is probably good but I would have liked to have known about it. Communications is a two-way street. I think that it would help, that we just do more of it.

MR. CALHOUN: I completely agree with you that communications is a two-way street. Communication was some of the issue that was identified in my 2019 performance evaluation. Communication wasn't identified at the performance evaluation in 2020. I'm assuming mainly because you did not participate in that evaluation. Which the two-way communication street on an annual basis, Council has the ability to annually evaluate my performance. That's the two-way communication from what everything we do in this (inaudible). Moreover, every week a memo is sent to every member of city council, is it not? The contents of that memo is a summary of activities for the week, as well as insights into what is happening in the coming weeks, months, years for the city.

MR. NEFF: I miss the insights. I see your memos, and they're very good, I see your memos as what's happened but not what's going to happen. It just would be a good thing for us to improve the way that Council can.....

MR. CALHOUN: So, if there are issues with the disbursement of the COVID Funds and how they were expended, that information was communicated to Council, at a Council Meeting and in memo form. Council all agreed and I didn't hear any feedback on potentially spending that money in a different form or fashion. If the issue of me moving my offices is something that Council would like to have input on, that I think, needs to be serious discussion from the Council. In the most recent performance evaluation, that was one of the comments that was made, is Council needs to be more involved in decision making when it comes to the city operations. In total, that's where the rub exists and those are my concerns. I've said all along, if this Council wants to operate in a different form or fashion, designate Mayor Duffett as media public relations, okay. Give me clear direction, if anybody calls me; speak to the Mayor, news channels, media outlets, whatever the case may be. If we want to designate Council Member Tieche as the Water Commissioner, so anything related to water operations needs to go to Council Member Tieche. I am completely fine with that. As I've always stated, I operate based on what the City Charter currently outlines, with no interpretation. If there is ever an issue of clarification, that goes to our city law director and he's provided numerous opinions on this. I can't control individual interpretations of what they believe their powers and duties to be are. I take the direction from the governing body on what I should be doing in the operations of this city. If we want to have a different form of government, that's a Council decision.

MR. NEFF: I don't think we need a different form of government but those are two great ideas that you just expressed. I don't know if Chuck would want to be water commissioner.

MR. CALHOUN: What that does Council Member Neff, if you're alluding to the fact that we are going to give Council authorities over certain city departments, not only does it go against the grain of the city charter, it infringes on the city manager form of government. Per my professional ethics, for the International City/County/ Manager Code of Ethics, I have a due diligence to (I don't want to say, fight) make it know that this is an infringement on the Council-Manager form of government. Not just for the City of Canfield but for every council/manager form of government as it exists in the United States and Worldwide. If that's the direction, fine.

ATTY. FORTUNATO: Those ideas violate the Charter.

MR. CALHOUN: Council Member Neff thinks they're great ideas.

MR. NEFF: I was being a little vicious.

MR. CALHOUN: That's the rub for me. We have (inaudible) on what the Charter says and we have no problem violating the city charter and then justifying why we violated it because we

interpreted it to mean something different. We can get into the details if we need to but I would suggest that we do so in Executive Session.

MR. NEFF: That's a great idea. I've always wanted to do this in Executive Session. I think that some of the things that we need to say should be done more in Executive Session. I suggest that we don't take this much more than 10 minutes. I've said enough of what I wanted to say. John, are you going to open this up to any community discussion?

MR. MORVAY: I think I gave everybody a copy of this. It's a Handbook for Councilmen in Council- Manager, Cities. Chicago International City Managers' Association, 1958. If you don't have a copy of this, I'll forward it to you.

MR. NEFF: Chuck gave me a copy of that when I came onboard.

MR. MORVAY: It talks about liabilities. It talks about checklist for Councilmen. Making sure that you communicate with the city manager. All of that is in here. I'll say one more thing and yes, I'll open it up for comments. This may be appropriate, it may not be appropriate. I know, Anthony, myself and Mr. Tieche can go to Wade and talk to Wade. We have a great communication. For some reason, Duff and Bruce you guys cannot go to him and talk to him, I don't know why that is.

MR. DUFFETT: John for 3 years before my surgery, I would go every week.

MR. MORVAY: We would solve all the problems that we're sitting here discussing, if you would just talk. I bring Wade to lunch sometimes. I call him on the phone. He always takes my phone calls.

MR. NACARATO: We had about 1 hour last night after the meeting, we talked about different things.

MR. MORVAY: I think if we just communicate. I think we wouldn't be sitting here. I'll open it up. Mayor.

MR. KOSAR: Bernie Kosar, 69 Alabaster Avenue, a.k.a. Ex-Mayor. I think I'm going to muddy the water. It's not my intent but I think I'm going to do it. I never read the City Charter. I never needed to. I had a fun 4 years. One of the things that I'm recollecting from that and keep in mind you're dealing with an old man, I'll have my 83rd birthday in two weeks. Something passed my desk, in there about emergency situations, the National Guard being immobilized and heaven forbid, I'm going to use a term today and it's going to rank with saying one of those 4 letter words at church; which you never want to do. Martial Law. For the past year I've been in my house, took a 10 day vacation to the Cleveland Clinic and a 4 day vacation at St. E's. I've been watching the damn television set, day and night. Gentlemen, we're within a heartbeat of Martial Law. Pray to God, when you get down on your knees tonight and you pray that we

never, never, never experience Martial Law. Somewhere in my travels, if the Governor immobilized the National Guard, I have read, they will work through the Mayor's.

ATTY. FORTUNATO: I think the Mayor has the authority to declare Martial Law.

MR. CALHOUN: I think that's clearly delineated in the City Charter.

MR. KOSAR: The Mayor, I don't know that he can or cannot. I'm not an expert. Mark, I think in a backhanded way giving you an assignment. Our Charter might say something, state law, federal law, or military law, might say, he or in the past me, would not have been ceremonial. I think you ought to clarify that point. We have to start to get along guys. Ladies excuse me, we can't afford playing grab-a** like this. There is a problem in this country, here again, I think I'm muddying the water, I'm taking a complicated situation that we've been talking about and I'm throwing a variable in and it's going to muddy everything. We have to stop this.

ATTY. FORTUNATO: I'll be honest with you Mr. Kosar. When these issues arose I did dig into the Ohio Revised Code looking for specific authority of the Mayor that might be absent in our Charter. In a Charter City....

MR. KOSAR: Mark, I don't know what it is. I'm looking to you to clarify this point.

ATTY. FORTUNATO: It doesn't exist. There aren't any provisions in the revised code to grant the Mayor any additional authority.

MR. KOSAR: Maybe the Ohio National Guard could clarify it. Because Martial Law (inaudible).

ATTY. FORTUNATO: He very clearly has the right to declare Martial Law.

MR. KOSAR: That's really all I have to say. We have to stop this. I'm sitting here listening. I had the time of my life being Mayor. I would have done it for half the money. I didn't tell anyone that when I was there. (Laughter) I would echo what my predecessor Bill Kay said, I think you're working your butt off with this mandate from the Governor. We got to stop this. We got to get along. Somebody made the comment that we live in wonderful place, Canfield, Ohio. If the rioters come in here, we don't have enough policemen to be on every street. You might have to call out old auxiliary cops.

MR. FRANK MICCHIA: Good evening, Frank Micchia. I'm not as old as that guy right there. I think we agree that the Mayor is a ceremonial figure. What we're talking about here is, where is the line between ceremonial and city operations. Sometimes it's a little hard to define. My opinion, most people of the city, including the media, don't recognize what the responsibilities of our Mayor is. They often think of the traditional Mayor who has authority to do anything, like big city Mayors, they can hire, fire, and spend money, do whatever. Our Mayor is more of a ceremonial figure. He has no executive or operational responsibilities. So, where is this line at between the Mayor's ceremonial duties and operational. Should the media come to the Mayor

or should the media come to the city manager? You guys got to work that out. We're getting tied up in our underwear. As adults you should be able to work it out and agree if there is a ceremonial duty like opening up a donut shop or something like that. The Mayor can do that. He can be at the Arbor Day Celebrations and represent the city. Whether it's a media type thing, I don't know who should do that. I'm inclined to think it should first go to the city manager and he should coordinate it with the Mayor and say, let's take care of this. There is nothing to prevent any citizen from calling a council person in regards to anything. The Council person, in my opinion should preface their answer with this is my opinion, this is not official, I'm glad you called me. I will listen to what you have to say. I cannot give you an official answer yea or nay. I will bring it to the appropriate person. In many cases that may be the City Manager. As the former Mayor said, we have to work this out and stop all this infighting and move forward as a city. Thank you.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. Today when we passed a bill, he actually had to have authorization to be the CEO. So, it wasn't like it was carte blanche, that he's the CEO.

ATTY. FORTUNATO: Yeah it is. It's in the Charter.

KATHRYN YOUNG: He had to have authority to do that.

ATTY. FORTUNATO: The agreement required that he be designated as what he was designated as but it's very clear in the Charter. He's the CEO.

KATHRYN YOUNG: So, when we talk operation manager, isn't that what I consider all the operations and the day to day, when I think of..... I was in the military that's the top NCO.

ATTY. FORTUNATO: That's the city manager.

KATHRYN YOUNG: Right. Exactly. I have no question about that. But within the military you have

ATTY. FORTUNATO: The City of Canfield is not a military operation.

KATHRYN YOUNG: I know. But it's similar in its organization. There is a hierarchy. There are people answering to people. There is ultimately, we elect the council and you're going to be our voices. But if you're going to be employees to the City Manager, CEO, that defeats the purpose of even electing them.

ATTY. FORTUNATO: They not employees.

MR. MORVAY: We're not saying that.

ATTY. FORTUNATO: They're not employees. They can hire and fire the city manager. They're not employees.

KATHRYN YOUNG: So, what I was hearing is that whatever the city manager wants, you guys, I said it before, it comes kind of in the wrong direction, in my opinion.

MR. MORVAY: That's not what we're saying. We give him direction and he carries out, day-to-day operations.

UNIDENTIFIED MAN: That, I think is the rub right there. There is the rub right there. In my opinion, from what I've heard, that's the rub. Do you guys do that or does the crap go from him to you guys? That's the rub.

MR. MORVAY: As far as I'm concerned Mr. Duffett.

DR. DUFFETT: It's Dr. Duffett.

MR. MORVAY: Dr. Duffett, it goes from me to him.

DR. DUFFETT: Then why isn't it?

MR. MORVAY: It is. It does.

KATHRYN YOUNG: In the Mayor's position he has the "oar" in his name. He is the "oar" of the ship. You should be steering the ship and the manager, manages all the day-to-day

ATTY. FORTUNATO: That's what we've said. We said that twice tonight. They steer the ship. They tell Wade where to steer the ship.

KATHRYN YOUNG: So, what I was hearing, even at the other meeting is, we were going to make him like everybody else. In time, like other Mayors have said, it's going to be him, should something come down from the Governor. I read that. I went in and started looking on the internet about Charters and what is the other? Is there any other way to organize so that there is a chain of command; which you guys are in place, should Martial Law come in? The bottom line is, I see it like, Master Sergeant, in charge of all the operations. Chain of Command, of which you're protecting us, as the citizens. You're bringing our voice to how we want to raise our city up.

MR. MORVAY: We hired Wade Calhoun to run the day-to-day operations.

KATHRYN YOUNG: Right. In the end, you have to give an evaluation; you have to look at all the aspects and all the voices and you have to guide him in that. But the comment about where money is being spent, maybe not necessarily with the approval of people on Council, like with the FEMA money, maybe there should have been more discussion. Do you still have your Tuesday meeting where you all meet together and discuss what's going on?

MR. MORVAY: We're not allowed. That's the Sunshine Law. But his door is always open. His phone is always on. That's what I'm saying. I talk to him probably, at least, maybe once or twice a week. I have no problem getting to him. I have no problem discussing things that you're saying. Dr. Duffett, I do talk to him about what direction the city is going in. And he does carry it out.

KATHRYN YOUNG: This is a list of Boards & Commissions for 2021. My name is on it and all your names are on it and your home numbers, where you live, your personal number and Wade has the number to the office. So, when I have to call somebody and there is an emergency, it's going to be one of you guys.

MR. MORVAY: That's why we're elected. We're your elected officials.

KATHRYN YOUNG: But having access, like the Mayor said, people call him because there is that free access to them.

MR. MORVAY: That's right. Call me and then I will pass it on to the city manager. I'll get direction from the City Manager as to how to handle that problem. That's how it has to operate.

KATHRYN YOUNG: What is the other option of organization within a city? There is something called a general law municipality. What is that? Is that an option? Are there other options?

ATTY. FORTUNATO: I don't know what that is. If you look around there are many forms of government. There is the strong Mayor form of government, where the Mayor is the CEO. There is the city manager form of government. There is a variety of things. All I can do is interpret our charter. If nobody wants to perform in accordance with the Charter, then so be it. But I've said for two meetings now, that's the group of people that drive the ship, they tell everybody where the ship is going and Wade does his best to make sure that everybody within the city is getting the ship pointed in that direction. I don't think I could be any clearer than that.

MR. DUFFETT: Mark, I don't think I could be any clearer on the precedent that has been set in this office for almost 30 years from other Mayor's. As you know, in legal, precedence is a very strong thing. Especially in a non-defined role as ceremonial head.

ATTY. FORTUNATO: I think that's fine. But none of you should be involved in the administration or operations of the city.

MR. DUFFETT: I said that. I agree with that.

ATTY. FORTUNATO: That's where the trouble starts.

MR. DUFFETT: Are you saying that I should not have worked, when the Governor sent out a request for Mayor's to get involved with the COVID Defense Task Force?

ATTY. FORTUNATO: I'm not saying that. I'm saying you shouldn't call Mike Cook (for example) the Zoning Inspector and tell Mike what to do. I'm not saying you have. I'm just using it as an example. None of you should. If you don't like the way Mike Cook is performing or somebody else with the city, you call Wade. Tell Wade what you want to have happen.

MR. NEFF: Are there any examples of where we have?

ATTY. FORTUNATO: That involves complaints and we ought to go into Executive Session. I don't care to do that here. We're entitled to go into Executive Session to discuss those things and if you want to do that, let's go into Executive Session.

MR. CALHOUN: Before we do, if that's the direction we're going, steering the ship, having oars, using general terms as analogy's, when I began in 2018 with the majority of this council absent Council Member Nacarato because he just recently got elected, we sat down, formulated a strategic plan for the City of Canfield; which is that 3 to 5 year, here are our goals and objectives and here are the tasks to accomplish those goals and objectives. That was at the very onset. Every year during the annual evaluation, as part of my year-end review, those tasks and goals are revisited to show what has been accomplished and what's still being worked on. That is the vision, the direction, which the governing body has provided me as the CEO over the next 3 to 5 years. There are some deviations that come up along the way. That's where the communication loop happens, through weekly memos, items that are brought up during city council meetings, asking for specific direction on things. I think again, the rub becomes to where I report to a governing body of 1 made up of 5 individuals. I don't have 5 individual bosses as the Master Sergeant. I don't have the chain of command that everybody is delineated along the way and at the very top sits the Mayor. The way that our Charter reads and where the rub exists is, the Mayor as a member of council. There are 5 members of City Council and one of them has the title Mayor. I think that's where it's been misinterpreted that, that position is separate and independent from the rest of the governing body. To be able to ceremoniously or perform duties that may not be clearly delineated in the City Charter. But as Mayor, there are certain duties, powers and authorities that I believe you feel you have and I'm trying to understand what that is. I've asked the question numerous times and we kind of get back into this, well, this is what the Charter says and as long as everybody does it, we're okay. But we're not because not everybody is doing that. That's where the rub exists. For the last 18 to 22 months it's been a battle because a decision was made and the minority of council members disagreed with that decision. Now, we've done everything that we possibly can to chip away the decision making authority that the city manager has. That's where I'm at right now, guys. It's a battle. I can't battle anymore. Which is why we're having this work session. We've tried. I've asked. I've made this Council aware of a numerous number of items that are causing heartburn, loss of sleep, and I'm done battling. Tell me what you want to do and I will do it.

CHIEF COLUCCI: I'd like to give some input from every city; I'll speak on behalf of the City of Canfield employees, if I can. This man does not deserve what's happening right now. I have been a member of this community, worked for the city for 24+ years. There are vast differences in the way you are a Mayor versus the way Mayor Kosar was or Mayor Kay. I got every employee that will vouch for that. They'll walk in here, one by one and they'll vouch for that. I know the community is bigger, 7,500 residents, but you 7,500 residents pay, spend a lot of your hard earned money for us employees. We respect the heck out of this man. Your actions have impacted the operations of the city and I can prove it. Do we do it here or do we do it in Executive Session? He is not the man that he is being portrayed to be. He is an excellent leader. You want to talk about morale. Morale is back and it's strong in the City of Canfield. Chipping away, your actions Mayor are chipping away at the morale of the city. I can prove it. You know, you don't hear me running around town bad-mouthing people. You don't hear me standing up at council meetings and bad-mouthing people and saying things that I can't stand for or prove. I can prove the differences in Mayor Duffett from Mayor Kay. I can prove it. This community deserves it. Are we going to go into Executive Session or not? Are we going to open that flood gate? Are we going to open those doors? Wade Calhoun does not deserve this one bit. Twenty four years of service I've given this community. You're home sleeping, I'm out at night patrolling these streets. You're at home sleeping; I'm taking phone calls to protect each and every one of you. I took an oath to do that. You empowered me to do it. I'm working for the best boss I've ever had. Do you agree? Scott Weamer left a pharmaceutical job to come work for the Canfield Police Department, best boss he's ever had. I'll bring every employee in and we'll get it out there. So, there is a whole other side of this. The City Manager respects the Charter. He respects his employees. He respects the ordinance of the City of Canfield. He's a good man. Do we all have improvement to do? He** yeah. I do. Every day I need to get better. I need to do something different and better. Do I need to communicate and do things better? Yes, absolutely. Communication is key. Don't sit up there and make it sound like you're doing exactly what the other Mayor's did because you're not.

UNIDENTIFIED MAN: I think that it's apparent that he doesn't do what the other Mayor's do. He's much more engaged than the other Mayors were. Chief, much more. And 69% vote and he's going to get a higher vote when he runs next time anyways. You guys got to get used to it. He is still the leader of this city.

ATTY. FORTUNATO: I don't know how productive we're being at this point.

CHIEF OF POLICE: We're not. It's disheartening. I'm speaking for the employees of the city.

MR. MORVAY: I don't think that we're saying that Mayor Duffett isn't engaged. He is engaged. He is a public figure. People love him.

CHIEF OF POLICE: They should. I was so excited when he became Mayor. I can't begin to tell you how excited we all were. We all looked at each other and said, wow! We got a new Mayor, he has a lot of energy, he's going to take us in good places. I'm not saying he's 100% bad.

There are things that need to be corrected. There are things that need to be addressed. You're ruining the morale of the city, the employees.

MR. MORVAY: All I'm saying, if there is a message to be sent out, then if him and Wade communicated, and Wade assigned that duty to the Mayor to voice the city's opinion, or whatever that is. That's the Mayor's job. I agree with that. But, I'm going to use the word interfere again, we're interfering with his work. Right now, tonight, he could be with his family and he's here dicking over this stuff. It's communication. Are we interfering in his job, h*ll yeah we're interfering with his job. We got big fish to fry. We've got to back up and learn to communicate. So, yes, we are interfering with him. That's my opinion. Mayor, I think you're doing a great job, just administratively that's Wade's job.

MR. DUFFETT: It's interesting; it feels like internally everybody is upset with me. Internally. But I don't get that from outside of these walls in the things that I've been involved in. If we have differences, I think more communication has to happen. If we differ, it doesn't mean I'm wrong, it doesn't mean you're wrong.

CHIEF OF POLICE: Then maybe things need to be disclosed out in the open and not in Executive Session. I'm sorry, the way I was raised, the way I was brought up, if these issues weren't here, I would be quiet. I got a job to protect. I got a wife and 2 children at home that I need to provide for. I've done everything I possibly can to get to this point in my career but what's right is right. You do a good job as a Mayor. We were excited to bring you onboard.

UNIDENTIFIED MAN: The people of Canfield brought him onboard Chief.

CHIEF OF POLICE: Okay.

UNIDENTIFIED MAN: The people of Canfield brought him onboard.

CHIEF OF POLICE: I stand corrected. We were excited that the people of Canfield brought him onboard.

UNIDENTIFIED MAN: Thank you.

CHIEF OF POLICE: I didn't mean anything by that. We were excited that you were elected mayor, we were. Things have changed.

MR. DUFFETT: We've had some issues that we disagree on, obviously.

MR. CALHOUN: I think it goes beyond disagreement.

CHIEF OF POLICE: It's way beyond disagreement.

MR. CALHOUN: At the December 16th Council Meeting, you read a statement that made a number of allegations against myself and Chief Colucci, of stepping outside of our lanes, interfering with the American Jurisprudence of Mayor's Court. At the summary of your comments, you indicated that if we continued to infringe upon your Mayoral Powers that you would place a reprimand in our personnel files. Do you as Mayor believe that you have that individual authority outside of other members of council to place written reprimands in my file or Chief Colucci's file?

MR. DUFFETT: That would depend.

MR. CALHOUN: On what the Charter says.

MR. DUFFETT: The Charter does not say that I can.

MR. CALHOUN: So, what does it depend on?

MR. DUFFETT: It depends on the situation.

MR. CALHOUN: It doesn't matter what the situation is.

MR. DUFFETT: You were trying to say.....

MR. CALHOUN: The City Council of the City of Canfield can place a written reprimand in my personnel file. The only person that can place a written reprimand in any other employee's files of the city is the city manager.

ATTY. FORTUNATO: I would agree with that.

MR. DUFFETT: Where does it say that?

ATTY. FORTUNATO: Because he's the head of the administration. He supervises, etc. That would be the case in terms of that issue. Council could put a reprimand in Wade's file and Wade can reprimand the other employees. The Charter is pretty clear about that.

MR. CALHOUN: Do members of this City Council and the Mayor believe they should or can participate in the hiring process of individuals of this city? We'll go one by one.

MR. TIECHE: No.

MR. NEFF: No.

MR. MORVAY: No.

MR. NACARATO: No.

MR. DUFFETT: If we have a committee that's a personnel committee, yes. But we don't, so I would say no.

MR. CALHOUN: Okay. Because there has been instances in the past where that has been requested.

MR. DUFFETT: I was involved with your invitation, if you recall for the position of the assistant finance director, one of three.

MR. CALHOUN: Per your request. It put me in a very awkward position, 6 months on the job, fulfilling a position and having the Mayor request that he be part of that process. It also extends to the most recent hire of the police department clerk. The capacity of their administrative duties during Mayor's Court, you would have to sign off on yes, I think that's the person that we hire. You said it all depends on if we have a personnel committee. We don't have a personnel committee. This is not the City of Youngtown. Mayor Tito Brown and all of their finance personnel, board of control committees. This is the City of Canfield and we have the City Manager form of Government. All of these individual, we want to be more involved in this activity of the operations of the city, so we create a committee to interject ourselves into those processes. Should I continue or should we go into Executive Session? This has been going on for way too long. Is anybody going to make a Motion because I'm going to go?

CHIEF COLUCCI: And I'll follow. And Scott Weamer will follow.

MR. CALHOUN: November 2019 when I was at the International City Manager's Association Conference, a text message was sent to Chief Colucci directing him that if any media inquiries regarding an incident that transpired at the school, go through you first as Mayor and you will inform the other members of council. Do you believe that is the appropriate chain of command?

MR. DUFFETT: You know, you and I had plenty of discussions about

MR. CALHOUN: I asked a very simple question.

MR. DUFFETT: I'm giving you the answer.

MR. TIECHE: I move that we go to Executive Session. We are going to an area where it's pending litigation.

MR. NACARTO: Second.

ATTY. FORTUNATO: It's to consider complaints about a public official. Does somebody want to make that motion?

MR. NACARATO: I'll make a motion that we go into Executive Session to consider complaints about a city official, pursuant to Section 121.22 (g) (1).

MR. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Council convened into Executive Session

Council reconvened from Executive Session at 9:19 PM.

Mr. Nacarato made a motion to adjourn.

Mr. Neff seconded the motion. The meeting adjourned at 9:20 PM.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

CANFIELD CITY COUNCIL
BUDGET MEETING
FEBRUARY 26, 2021-10:00 A.M.

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

Absent: Mr. Nacarato.

Staff present: Charles Colucci, Chief of Police; Dominic Rozzo, IT Manager; Stephen Kolenich, IT Manager; Christine Stack-Clayton, Finance Director; John Rapp, Public Works Superintendent.

Mr. Calhoun presented the following presentation attached hereto.

After the presentation there was a Q&A session.

The meeting was adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

CITY of CANFIELD



City of Canfield 2021 Capital Budget Request

City Council Work Session

February 26, 2021

10:00 am

Fiscal Year 2021 and Beyond



► **Planning & Analysis – Goal Setting & Strategy**

- Resource allocation – What are we doing with what we have
- Improve & Expand – What are we not doing, what can we do better
- Asset management & Infrastructure – Invest & preserve longevity

► **Execution – Results based implementation**

- Needs, Upgrades, and Advancements
- Multi-Year plans for meaningful implementation

► **Evaluation and Review – Measurable outcomes**

- Accomplishments & Lessons Learned
- Feedback loop on initial goals

*"It does not matter
how slowly you go,
so long as you do
not stop."*

– Confucius

Fiscal Year 2020 Review Evaluation & Review



- ▶ Administration
 - ▶ Comprehensive Plan & Modifications
 - ▶ Performance Evaluations
 - ▶ City Hall Improvements
- ▶ Information Technology (IT)
 - ▶ Spillman/Dispatch Upgrade support
 - ▶ Dispatch Center Technology
 - ▶ Software & Hardware advancements
 - ▶ Public Wi-Fi
- ▶ Public Works
 - ▶ Annual Maintenance (Water/Sewer/Storm)
 - ▶ Leaf Collection
 - ▶ Vac Tron Truck
 - ▶ UTV Side-by-Side
 - ▶ Salt Dome Prep
 - ▶ Camera Crawler System – Increase Capability

Color Key

Positive – Goals Met
 Assessment – Being Evaluated
 Watch List – Possible Change

Fiscal Year 2020 Review Evaluation & Review

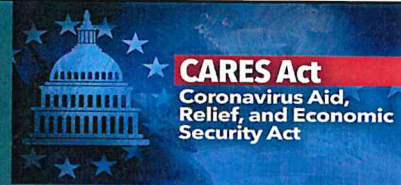


- ▶ Police Department
 - ▶ Vehicle Fleet Upgrade
 - ▶ Dispatch Center Remodel
 - ▶ Body Cameras
 - ▶ Speed Signs – New Direction
- ▶ Capital Projects
 - ▶ City Wide Resurfacing
 - ▶ Sanitary Rehab Program
 - ▶ RCAP
 - ▶ Cemetery Stormwater Project
 - ▶ MMJEDD Sewer/Water Extension
 - ▶ Red Gate Utilities

Color Key

Positive – Goals Met
 Assessment – Being Evaluated
 Watch List – Possible Change

COVID-19 RESPONSE Coronavirus Relief Fund



▶ Technology Upgrades – Public Interaction	\$ 12,785
▶ Telework Capabilities – Remote work	\$ 55,849
▶ Virtual Public Meetings/Live Stream	\$ 22,091
▶ City Hall/Police Dept. Air Exchange	\$ 30,600
▶ City Hall COVID Precautions	\$ 55,013
▶ Controlled Access	
▶ Social Distancing	
▶ Cleaning & Supplies	
▶ Special Projects	\$ 191,079
▶ Reconfigure Dispatch Consoles for Social Distancing	
▶ Automated Meter Infrastructure (AMI) Pilot Program	

**Allocation
Amount**
\$367,417

2020 Review Dispatch Center Update



Total Loan Proceeds	\$ 580,000
Encumbrances – "Committed Funds"	
Motorola Equipment	(\$ 429,366)
Work Stations - Dispatch	(\$ 23,783)
Work Stations – Admin Clerks	(\$ 13,700)
Additional Phones & Equipment	<u>(\$ 1,115)</u>
Total encumbered to date	\$ 467,964
Total Unspent Funds Remaining	\$ 112,036

2021 Budget vs. Prior Year(s)



2018 Capital Budget Requests		2019 Capital Budget Requests		2020 Capital Budget Requests		2021 Capital Budget Requests	
Department	Amount	Department	Amount	Department	Amount	Department	Amount
Police Department	\$ 159,520	Police Department	\$ 365,314	Police Department	\$ 685,798	Police Department	\$ 180,144
IT	\$ 205,519	IT	\$ 26,675	IT	\$ 97,182	IT	\$ 68,765
Public Works	\$ 422,235	Public Works	\$ 365,156	Public Works	\$ 663,646	Public Works	\$ 376,861
Admin/Misc	\$ 51,640	Admin	\$ 100,300	Admin	\$ 191,471	Admin	\$ 16,320
Parks, Recreation & Cem.	\$ 47,600	Parks, Recreation & Cem.	\$ 37,240	Parks, Recreation & Cem.	\$ 45,200	Parks, Recreation & Cem.	\$ 46,694
Capital Projects	\$ 742,900	Capital Projects	\$ 505,000	Capital Projects	\$ 2,475,944	Capital Projects*	\$ 2,803,133
Total	\$1,629,414	Total	\$1,399,685	Total	\$ 4,159,241	Total	\$3,491,917
						Total Capital Projects	\$ 2,803,133
						OPWC/FEMA Grant Funding	\$ (1,364,131)
						Capital Projects	\$ 1,439,002

Fiscal Year 2021 Overview

Fund	Cash Balance (12/31/20)	Cert. of Resources	Total Amount Available	2021 Temp. Annual Appropriations	2021 Budget Requests	2021 Final Budget	Ending Cash Balance (12/31/21)
General (w/Self Insurance)	835,376	4,325,126	5,160,502	4,477,762	56,185	4,533,947	626,555
Special Revenue	1,426,955	2,675,851	4,102,806	1,850,387	1,032,849	2,883,236	1,219,570
Debt Service	29,493	52,885	82,378	80,870	0	80,870	1,508
Capital Projects	4,828	0	4,828	0	0	0	4,828
Permanent	33,418	4,300	37,718	0	0	0	37,718
Water	568,732	2,063,600	2,632,332	1,756,285	543,180	2,299,465	332,867
Waste Water	341,308	1,514,040	1,855,348	1,637,845	36,421	1,674,266	181,082
Storm Water	534,582	1,984,040	2,518,622	365,965	1,823,282	2,189,247	329,375
Health Care Self Insurance	-43,468	1,100,700	1,057,232	1,100,700	0	1,100,700	-43,468
Private Purpose	27,855	0	27,855	0	0	0	27,855
Agency	5,610	0	5,610	0	0	0	5,610
TOTAL	3,764,689	13,720,542	17,485,231	11,269,814	3,491,917	14,761,731	2,723,500

2021 Budget Request ADMINISTRATION



► Upgrade Facilities

► Lighting in building*	\$ 33,000
► Blinds & Screen Replacements	\$ 2,720
► Employee Desk Upgrades	\$ 5,100
► Council Chambers & Conference Room*	\$ 8,000

► Support Community Events

► Gazebo Upgrade Project*	\$ 10,000
► 4 th of July (Recreation)	\$ 7,500
► Memorial Day (Recreation)	\$ 1,000

Total Requests \$ 67,320

Not Funded/Hold Off **- \$ 51,000**

Total Administration Budget Request \$ 16,320

2021 Budget Request INFORMATION TECHNOLOGY (IT)



► Upgrades to Hardware

► Phone Servers	\$50,600
► IT Manager Computer	\$ 1,296
► Data Center Organization/Functionality	\$ 4,000
► Security Cameras at City Hall	\$ 4,300

► Upgrades to Software

► Microsoft Office Upgrade (City Hall/PW)	\$ 7,017
► Milestone Camera Licensing	\$ 1,552

Total Requests \$68,765

2021 Budget Request POLICE



► Upgrade Cruiser Fleet (Year 3 of 4)	
► Replacement of 2 Cruisers	\$ 80,000
► Upfitting (Labor/Equipment/Graphics)	\$ 46,000
► MDT's for new Cruisers	\$ 3,840
► Upgrade Facility	
► Mobile Storage System (File Storage Room)	\$ 12,920
► Upgrade Equipment	
► Stalker Radars for Cruisers (2)	\$ 5,000
► Training Pistols (Sig Sauer Air Soft)*	\$ 3,000
► Speed Signs*	\$ 38,100
► Drone Unit (DSLR First Responder Kit) – DEA Forfeiture Fund Split	\$ 32,384
► Drone Units (DSLR Advanced Enterprise)*	\$ 14,924

Total Requests	\$ 235,320
Not Funded/Hold Off	~~\$55,176~~
Total Police Budget Request	\$ 180,144

General Fund	= \$	0
Levy Fund	= \$	163,952
Forfeiture Fund	= \$	16,192
Total Budget	= \$	180,144

2021 Budget Request PUBLIC WORKS



► Fleet Replacement Schedule	
► Plow Truck*	\$ 144,607
► Dump Truck	\$ 62,613
► Upgrade Infrastructure	
► Entryway Signage*	\$ 12,000
► Wadsworth/Lisbon Street Light	\$ 4,600
► Water Valve Replacements (20)	\$ 40,000
► Fairground Storage Tank Valve Replacement	\$ 12,000
► Fire Hydrant Replacements	\$ 15,000
► Lighting Repair/Upgrade (N. Broad St.)	\$ 9,700
► Light Pole Replacements	\$ 7,500

2021 Budget Request PUBLIC WORKS



▶ Upgrade Facilities	
▶ Salt Dome Storage	\$ 200,000
▶ ~~Blacktop Sealing (City Hall & Police Dept.)*~~	~~\$ 10,000~~
▶ Upgrade Equipment	
▶ Mobile Crawler System Equipment Upgrades	\$ 9,527
▶ Water line tapping machine	\$ 5,921
▶ Vac Tron Jet Heads	\$ 10,000
 Total Requests	 \$ 543,468
~~Not Funded/Hold Off~~	~~<u>-\$ 166,607</u>~~
Total Public Works Budget Request	\$ 376,861

2021 Budget Request PARKS, RECREATION & CEMETERIES



▶ Upgrade Facilities – E. Main Cemetery	
▶ Columbarium (Welsh Field)	\$ 39,165
▶ Mausoleum Façade Improvement/Clean Up	\$ 5,000
▶ Upgrade Facilities – Greasel Park	
▶ Pickleball Netting	\$ 2,529
 Total Parks, Recreation & Cemeteries Requests	 \$ 46,694

Columbarium



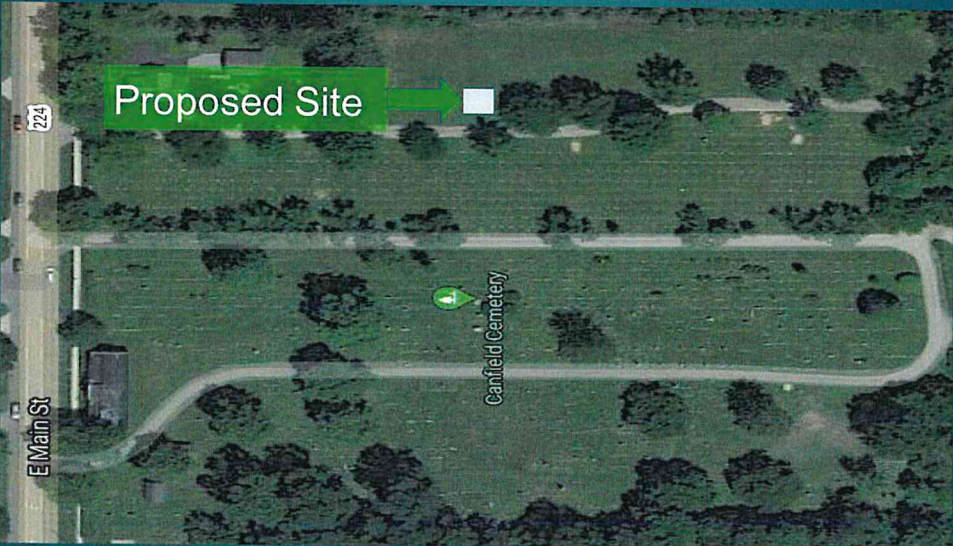
Most starting with 48 niches

Basic options of rectangular, square or round

With a wide variety of colors and custom options ensures a perfect fit for Canfield Cemeteries



2021 Budget Request Columbarium

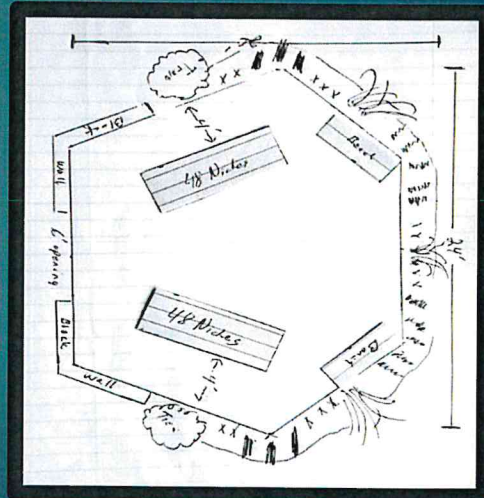
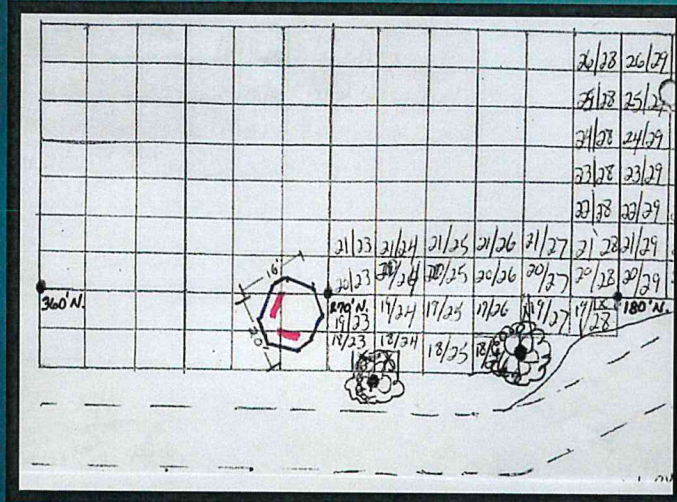


Proposed Site

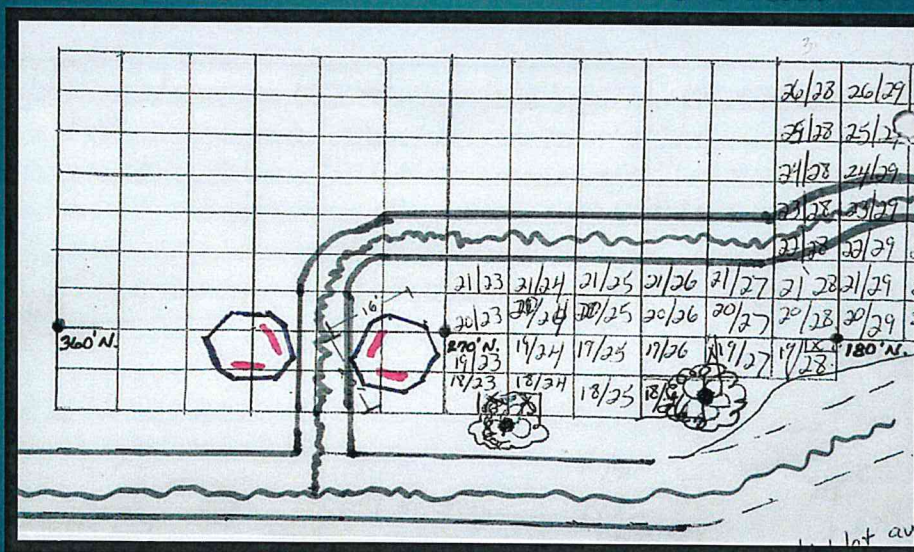
Canfield Cemetery



2021 Budget Request Columbarium



2021 Budget Request Columbarium – Future Plan



2021 Budget Request CAPITAL PROJECTS



► Water Projects

► Bradford Water Line Replacement (1/2 without Loan)	\$ 196,180	Water Supply Revolving Loan Account (WSRLA)
► Backup Feed from Youngstown (46 @ Herbert)	\$ 100,000	
► Neff Drive Waterline Replacement (2022)*	\$ 397,800	
► Millennial Moments Waterline Extension	\$ 100,673	

► Sanitary Sewer Projects

► Redgate Sanitary Sewer Extension –Design (Phase I)	
► Redgate Sanitary Sewer Extension - Construction (Phase I)*	\$ 1,120,924

► Storm Water Projects

► Sawmill Creek Improvement (100% Grant Funded)	\$ 1,162,400	FEMA/Ohio EMA/OPWC
► Overbrook Storm Sewer Improvement	\$ 349,940	
► Camelot Ct. Improvements	\$ 30,000	

Water Infrastructure Projects



Bradford Drive Waterline Replacement

Water Infrastructure Projects



Herbert Rd. @ 46
Backup Feed

Water Infrastructure Projects



Millennial Moments
Waterline Extension

Water Infrastructure Projects



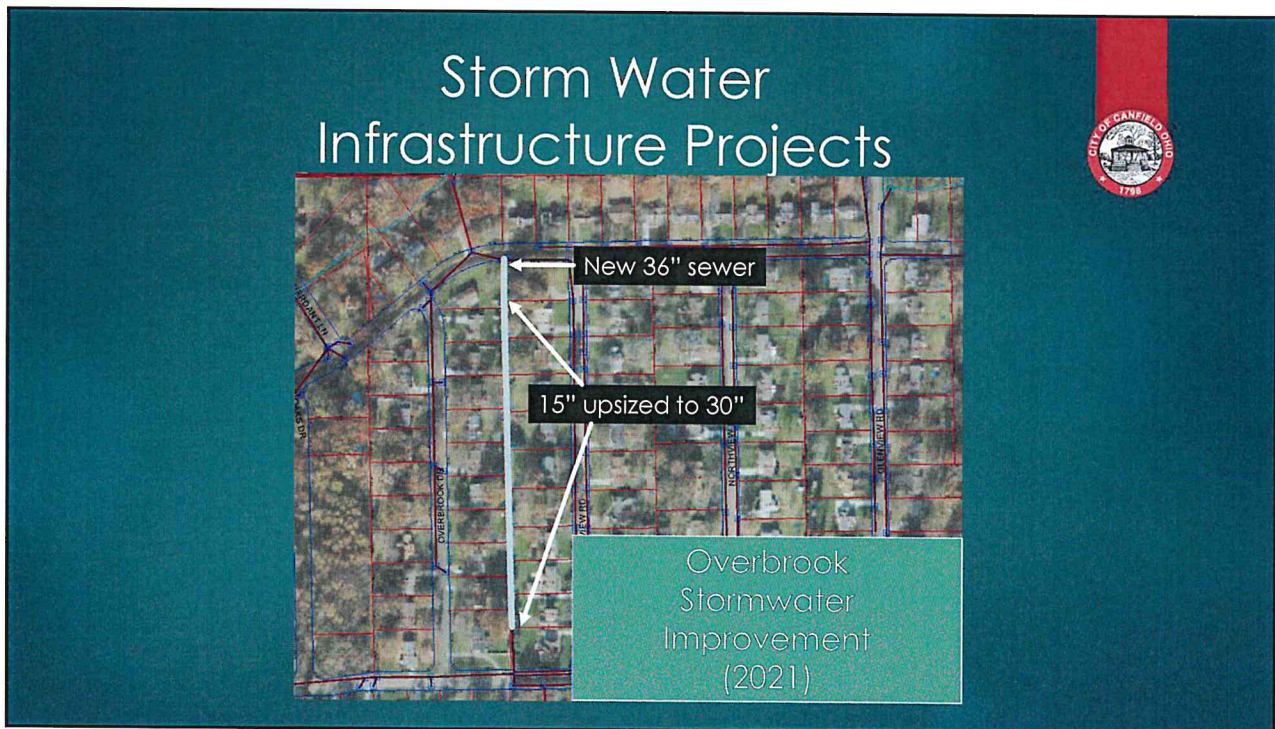
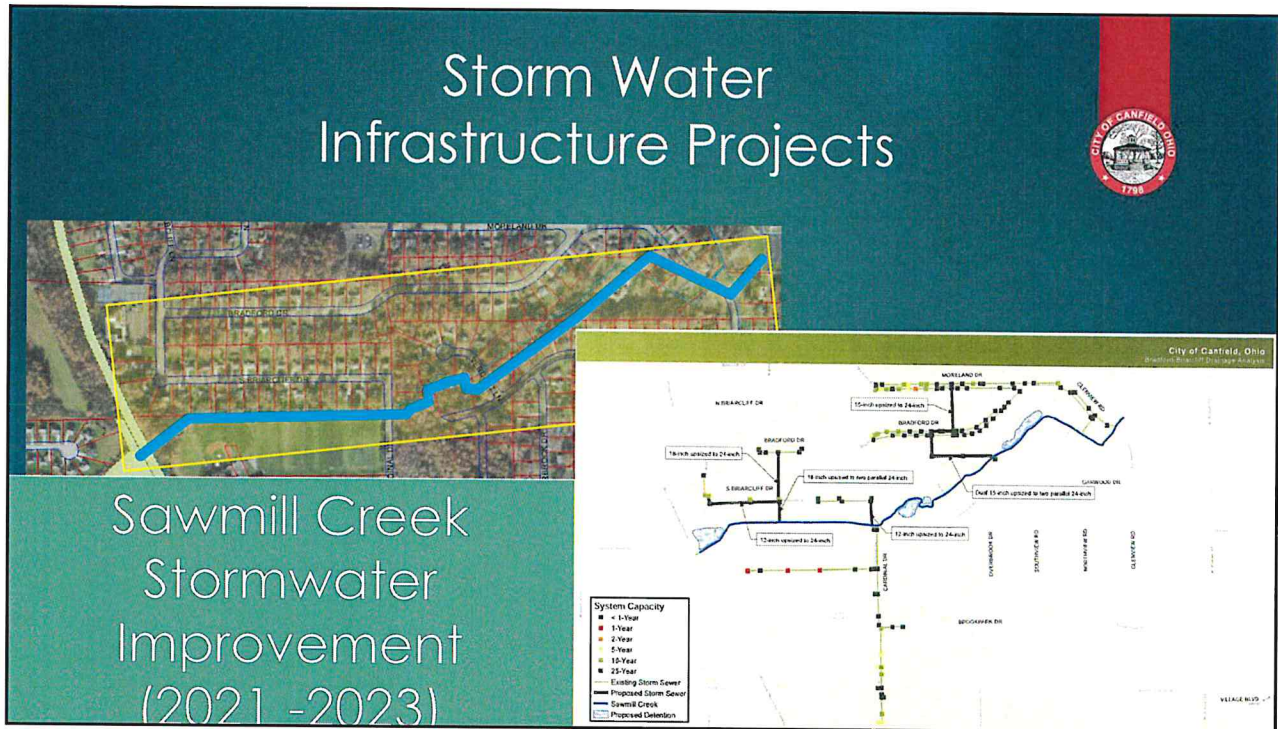
Neff Drive Waterline Replacement (2022)



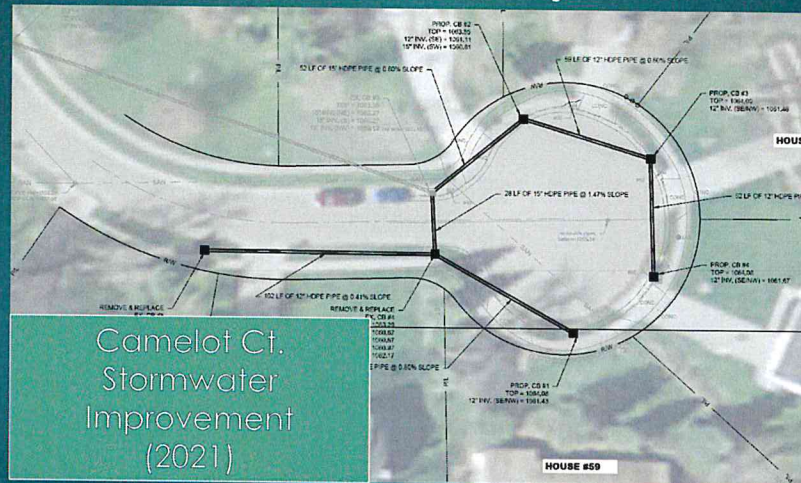
Sanitary Sewer Infrastructure Projects

Red Gate Sanitary Sewer Extension (2020 -2022)





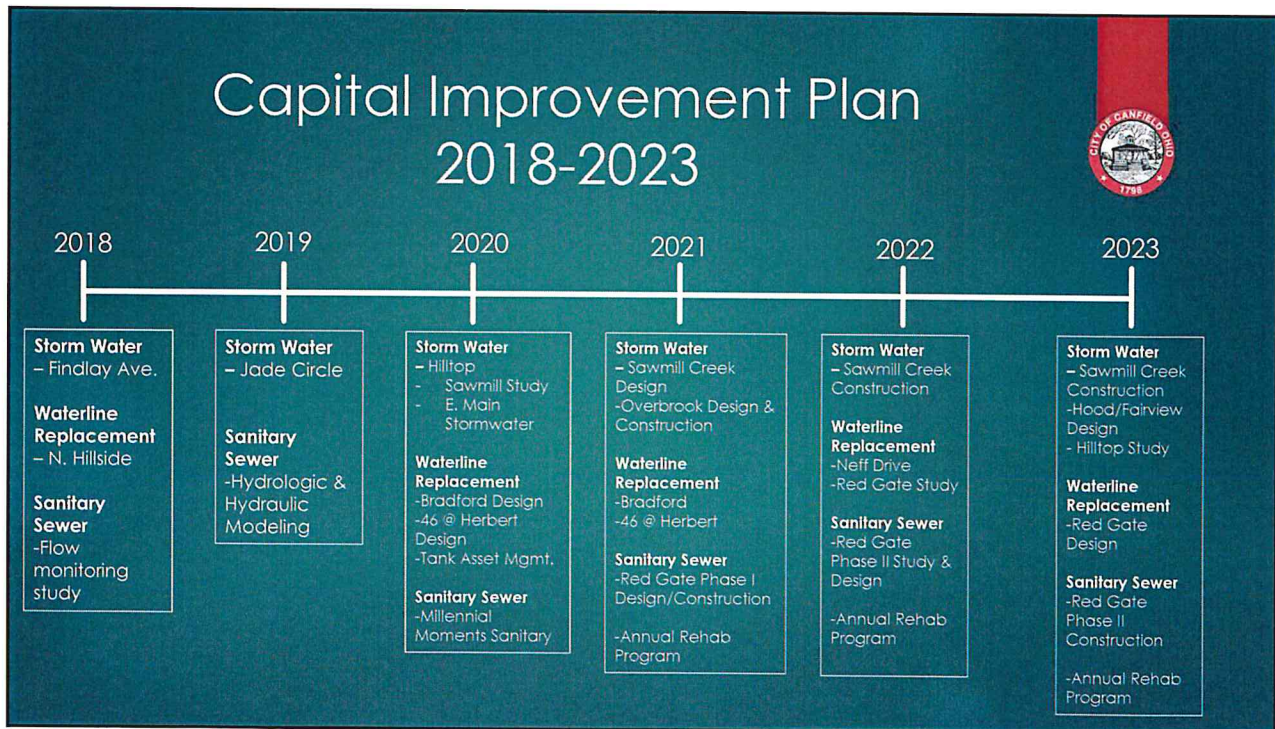
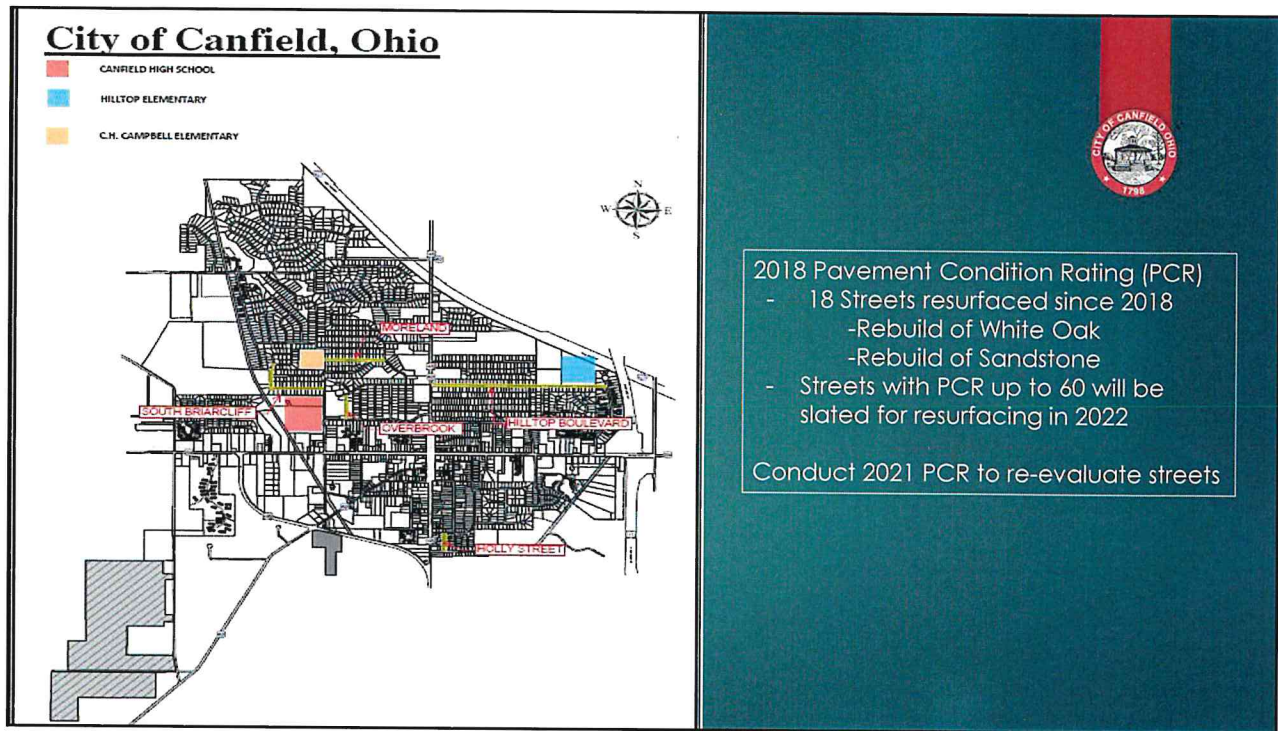
Storm Water Infrastructure Projects



2021 Budget Request CAPITAL PROJECTS



▶ 2021 Street Resurfacing	\$ 533,590
▶ Overbrook Drive	
▶ Moreland Drive	
▶ Holly Street	
▶ South Briarcliff Drive	
▶ Hilltop Boulevard	
OPWC Funding	-\$ 201,731
Total Street Funding	\$ 331,859



2021 Budget Request ALL DEPARTMENTS



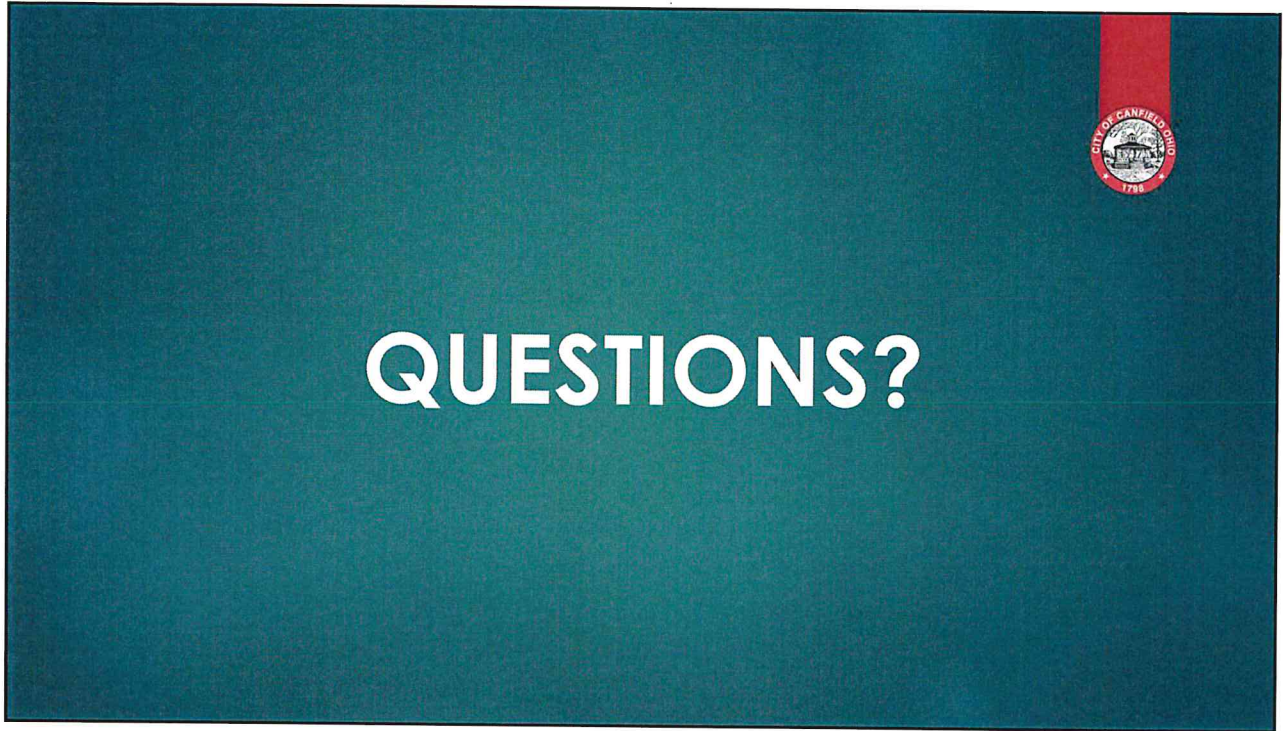
▶ Administration	\$ 16,320
▶ Information Technology	\$ 68,765
▶ Police Department	\$ 180,144
▶ Public Works Department	\$ 376,861
▶ Parks, Recreation & Cemeteries	\$ 46,694
▶ Capital Projects	<u>\$ 2,803,133</u>

Fiscal Year 2021 Total Requests **\$ 3,491,917**

2021 Budget Request Fund Breakdown



<u>Fund</u>	
General	\$ 56,185
PD Levy	\$ 180,144
Parks	\$ 2,529
Recreation	\$ 8,500
Cemetery	\$ 44,165
Street	\$ 792,911
State Hwy	\$ 4,600
Water	\$ 200,250
Waterline	\$ 342,930
Sanitary	\$ 36,421
Storm	<u>\$ 1,823,282</u>
Total All Funds	\$ 3,491,917



2018 Capital Budget Requests	
Department	Amount
Police Department	\$ 159,520
IT	\$ 205,519
Public Works	\$ 422,235
Admin/Misc	\$ 51,640
Parks, Recreation & Cem.	\$ 47,600
Capital Projects	\$ 742,900
Total	\$ 1,629,414

2019 Capital Budget Requests	
Department	Amount
Police Department	\$ 365,314
IT	\$ 26,675
Public Works	\$ 365,156
Admin	\$ 100,300
Parks, Recreation & Cem.	\$ 37,240
Capital Projects	\$ 505,000
Total	\$ 1,399,685

2020 Capital Budget Requests	
Department	Amount
Police Department	\$ 685,798
IT	\$ 97,182
Public Works	\$ 663,646
Admin	\$ 191,471
Parks, Recreation & Cem.	\$ 45,200
Capital Projects	\$ 2,475,944
Total	\$ 4,159,241

2021 Capital Budget Requests	
Department	Amount
Police Department	\$ 180,144
IT	\$ 68,765
Public Works	\$ 376,861
Admin	\$ 16,320
Parks, Recreation & Cem.	\$ 46,694
Capital Projects*	\$ 2,803,133
Total	\$ 3,491,917

Total Capital Projects	\$	2,803,133
OPWC/FEMA Grant Funding	\$	(1,364,131)
Capital Projects	\$	1,439,002

City of Canfield
2021 Proposed Budget Items

ADMINISTRATION

BUDGET PRIORITY	CATEGORY (Vehicle, equipment, technology, etc)	ITEM DESCRIPTION:	PRICE:	QTY	TOTAL:	JUSTIFICATION	SUPPORTING COMMENTS:
Upgrade	Equipment	Desk Replacement of City Hall Employees: Ergonomic	\$ 1,500	3	\$ 4,500		Kristen/Mike/Jizelle/Kristin
Upgrade	Equipment	Vestibule Chair for Ergonomic Desk	\$ 150	4	\$ 600		Lisa/Kristen/Mike/Jizelle
Upgrade	Building/Grounds	Blinds for City Building Windows	\$ 100	20	\$ 2,000		
Upgrade	Building/Grounds	Screen Replacement for City Building Windows	\$ 36	20	\$ 720		
Upgrade	Building/Grounds	LED Light Replacement (City Bldg./PD)	\$ 33,000	1	\$ 33,000		
Upgrade	Building/Grounds	Gazebo Upgrades (Rotary Project Support)	\$ 10,000	1	\$ 10,000		Transfer to Recreation Fund
Upgrade	Building/Grounds	Council Chambers TV Display Screen	\$ 3,000	1	\$ 3,000		
Upgrade	Building/Grounds	Conference Room Furniture	\$ 2,000	1	\$ 2,000		
Upgrade	Building/Grounds	Conference Room Display Screen	\$ 2,000	1	\$ 3,000		
	Community	Annual Contribution- 4th of July	\$ 7,500	1	\$ 7,500		Transfer to Recreation Fund
	Community	Annual Contribution - Memorial Day	\$ 1,000	1	\$ 1,000		Transfer to Recreation Fund
	Community	Events on the Green (Including Concerts)	\$ -		\$ -		
					\$ 67,320		

Discussion Items (Not Funded/Hold Off)

Upgrade	Building/Grounds	LED Light Replacement (City Bldg./PD)	\$ 33,000	1	\$ (33,000)		
Upgrade	Building/Grounds	Council Chambers TV Display Screen	\$ 3,000	1	\$ (3,000)		
Upgrade	Building/Grounds	Conference Room Furniture	\$ 2,000	1	\$ (2,000)		
Upgrade	Building/Grounds	Conference Room Display Screen	\$ 3,000	1	\$ (3,000)		
		Gazebo Upgrades (Rotary Project Support)	\$ 10,000	1	\$ (10,000)		
					\$ (51,000)		
Total Budget Request					\$ 16,320.00		

City of Canfield - Capital Projects
2021 Proposed Budget Items

BUDGET PRIORITY	CATEGORY (Vehicle, equipment, technology, etc)	ITEM DESCRIPTION:	PRICE:	QTY	TOTAL:	JUSTIFICATION	SUPPORTING COMMENTS:		
	Water	Bradford Water Line Replacement	\$	136	2885	\$	196,180	Waterline on Bradford needs replaced over 20 documented watermain breaks since 2013	Could replace 1/2 in 2020 1/2 in 2021
	Water	Backup Feed from Youngstown (46 @ Herbert) Replacement back to 12"				\$	100,000		
	Water	Neff Drive Waterline Replacement - Design	\$	46,750	1	\$	46,750	Waterline on Neff needs replaced	Most likely will be 2022 Capital Project
	Water	Neff Drive Waterline Replacement - Construction	\$	136	2825	\$	397,800	Waterline on Neff needs replaced	Most likely will be 2022 Capital Project
	Water	Extension of Water Line to MMIEDD Territory				\$	100,673		
	Sanitary	Redgate Sanitary Sewer Extension (Phase I)				\$	1,120,924	Upsize current piping for Redgate Expansion (Construction most likely to happen in 2022)	Construction of 2,400 linear feet of 18" interceptor sewer from Hunters Woods to the City's existing 18" sewer at the Mill Creek Road Sanitary Sewer Ext. Study.
	Stormwater	Sawmill Creek Improvement Project Desgin				\$	268,600		
	Stormwater	Sawmill Creek Improvement Project				\$	1,162,400		
	Stormwater	Overbrook Storm Sewer Improvement Project				\$	349,940		
	Stormwater	Camelot Court	\$	30,000	1	\$	30,000		
	Streets	Annual Street Resurfacing				\$	533,590		
	Other	Canfield Bike Loop (Cardinal Connector Study)	\$	15,000	1	\$	15,000		
	Water	Neff Drive Waterline Replacement - Construction	\$	136	2925	\$	(397,800)	Waterline on Neff needs replaced	Most likely will be 2022 Capital Project
	Sanitary	Redgate Sanitary Sewer Extension (Phase I)				\$	(1,120,924)	Upsize current piping for Redgate Expansion (Construction most likely to happen in 2022)	Construction of 2,400 linear feet of 18" interceptor sewer from Hunters Woods to the City's existing 18" sewer at the Mill Creek Bike Path along US 224. Study completed as part of Palmyra
						\$	2,803,133		

OPWC Grant Funding	\$	(347,031.00)
FEMA Grant Funding	\$	(1,017,100.00)
Other Funding Sources	\$	1,439,001.60

City of Canfield
2021 Proposed Budget Items

INFORMATION TECHNOLOGY (IT) DEPARTMENT

BUDGET PRIORITY	CATEGORY (Vehicle, equipment, technology, etc)	ITEM DESCRIPTION:	PRICE:	QTY	TOTAL:	JUSTIFICATION	SUPPORTING COMMENTS:
Need	Equipment	Phone Servers	\$ 50,600	1	\$ 50,600	Current servers are EOL	E911 upgrade, jabber upgrade and upgrade the phone cluster
Upgrade	Software	Microsoft Office 2019	\$ 395	15	\$ 5,925	Upgrading from Microsoft office 2010	Upgrade for City Building and Public works. Office 2010 is EOL
Upgrade	Software	Microsoft Visio 2019	\$ 364	3	\$ 1,092	Upgrading from Microsoft visio 2010	Visio 2010 is EOL needed for diagramming for the IT department
Need	Equipment	Dell Workstation	\$ 1,296	1	\$ 1,296	Computer is 6 years old and has experienced numerous problems	Computer for IT Manager Kolenich
Advancement	Equipment	Boat Electric - Additional Cameras at City Building	\$ 1,075	4	\$ 4,300	Surveillance for the front of the City Building and a additional camera inside.	
Need	Software	Milestone Camera Licensing	\$ 388	4	\$ 1,552	Licensing needed for City Cameras	
Advancement	Equipment	Patch Boxes	\$ 800	5	\$ 4,000	Data Center organization and functionally improvement	
					\$ 68,765		

City of Canfield
2024 Proposed Budget Items

POLICE DEPARTMENT

APPRV:	BUDGET PRIORITY	CATEGORY (Vehicle, equipment, technology, etc)	ITEM DESCRIPTION:	PRICE:	QTY	TOTAL:	JUSTIFICATION	SUPPORTING COMMENTS:
Levy	Need	Cruisers	Two Police Cruisers	\$ 40,000	2	\$ 80,000	Annual cruiser	Replace CPD #1003 will have 125,000 miles and CPD #1005 will have 105,000
Levy	Need	Cruisers	Up Fitting	\$ 23,000	2	\$ 46,000	Labor, Equipment, Graphics for new cruisers	As much equipment will be reused as possible
Levy	Need	Drone Unit	DSLR Pros - Matrice 300 First Responder Kit	\$ 32,384	1	\$ 32,384	Assist in multiple police functions... Lost or missing person, drug investigations, school search, etc...	Current times demand different approach. Recently we have experienced protests on the city green and we struggled for ways to monitor.
General	Upgrade	Drone Unit	DSLR Pros - Mavic 2 Enterprise Advanced	\$ 14,076	1	\$ 14,076	Same as above however this item is two smaller drones.	Current times demand different approach. Recently we have experienced protests on the city green and we struggled for ways to monitor.
Levy	Need	Records Systems	Mobile Storage System	\$ 12,920	1	\$ 12,920	The filing system will allow us to to maximize the records room to its fullest capacity .	This system has been desired for 15 years. It will allow us to remove all records from attic eliminating the need to climb up.
Levy		Cruiser Radars	Stalker Radars	\$ 2,500	2	\$ 5,000	replacement of units purchased in early 2000's	Speed complaints are the most common concern within the city
General	Advancement	Firearms	Sig Sauer Air Soft Duty Pistols	\$ 3,000	1	\$ 3,000	Close quarter combat training in schools and other structures.	Ability to conduct training with the exact sidearm we carry on duty however, they will be air soft.
Levy	Need	Equipment	Dell Micro desktops (From IT Budget)	\$ 960	4	\$ 3,840	MDTS for new cruisers	
General	Advancement	Equipment/Software	All Traffic Solutions	\$ 38,100	1	\$ 38,100	Replacement speed Signs	Multiple continuous problems with current signs
						\$ 235,320		

Discussion Items (Not Funded/Hold Off/Levy Funds - Needs)

General	Upgrade	Drone Unit	DSLR Pros - Mavic 2 Enterprise Advanced	\$ 14,076	1	\$ (14,076)	Same as above however this item is two smaller drones.	Current times demand different approach. Recently we have experienced protests on the city green and we struggled for ways to monitor.
General	Advancement	Firearms	Sig Sauer Air Soft Duty Pistols	\$ 3,000	1	\$ (3,000.00)	Close quarter combat training in schools and other structures.	Ability to conduct training with the exact sidearm we carry on duty however, they will be air soft.
General	Advancement	Equipment/Software	All Traffic Solutions	\$ 38,100	1	\$ (38,100.00)	Replacement speed Signs	Multiple continuous problems with current signs
						\$ (55,176)		
						Total PD Capital	\$ 180,144	

City of Canfield
2021 Proposed Budget Items
PUBLIC WORKS DEPARTMENT

Dept	BUDGET PRIORITY	CATEGORY (Vehicle, equipment, technology, etc)	ITEM DESCRIPTION:	PRICE:	QTY	TOTAL:	JUSTIFICATION	SUPPORTING COMMENTS:
Streets	Upgrade	Street	Wadsworth/Lisbon street light	\$ 2,300	2	\$ 4,600	Efficiency and cost savings	Material/Labor Split out
Streets	Need	Street	Salt Dome	\$ 200,000	1	\$ 200,000	Current storage not adequate for annual usage.	
Streets	Upgrade	Street	Salt Truck 1204	\$ 144,607	1	\$ 144,607	Plow truck replacement schedule	
Streets/Water/Sewer/Storm	Need	Street	Truck 1101	\$ 62,613	1	\$ 62,613	Truck has nothing left to give. Becoming a money pit. Safety concerns.	
Water	Need	Water	Valve Replacements/Repairs	\$ 2,000	20	\$ 40,000	Many valves are not in working order which puts the residents at risk for large outages	
Water	Upgrade	Water	Fairground storage tank valve replacement	\$ 12,000	1	\$ 12,000	May want to coordinate with suez tank work.	
Water	Advancement	Water	Tapping machine	\$ 5,921	1	\$ 5,921	We have always relied on outside sources for all water taps.	
San/Storm	Upgrade	Sewer	Camera Crawler upgrade	\$ 9,527	1	\$ 9,527	Allows PW to camera larger pipes.	Larger Crawler attachment
Water	Upgrade	Water	5 Fire Hydrants	\$ 3,000	5	\$ 15,000	Fire Hydrants that cannot be repaired due to cost effectiveness and age.	
General	Upgrade	Street	2 Canfield Entry Signs	\$ 6,000	2	\$ 12,000	Entry to the City needs a welcoming upgrade.	
General	Upgrade	Electric	Lighting upgrade/Repair North Broad	\$ 9,700	1	\$ 9,700	Lights are not functional and need extensive work.	Labor & Materials 47 Light Poles
General	Upgrade	Electric	Light pole replacements	\$ 1,500	5	\$ 7,500	Pole replacements as needed.	
General	Upgrade	Street	Blacktop sealing CB and PD	\$ 0	40,000	\$ 10,000	Parking lot at CB and PD.	
San/Storm	Advancement	Sewer	Sewer Jet Heads Kit	\$ 10,000	1	\$ 10,000	Needed from new vac truck purchase previous year.	
						\$ 543,468		

Discussion Items (Not Funded/Hold Off)

Streets	Upgrade	Street	Salt Truck 1204	\$ 144,607	1	\$ (144,607.04)	Plow truck replacement schedule	
General	Upgrade	Street	2 Canfield Entry Signs	\$ 6,000	2	\$ (12,000)	Entry to the City needs a welcoming upgrade.	
General	Upgrade	Street	Blacktop sealing CB and PD	\$ -	40,000	\$ (10,000)	Parking lot at CB and PD.	
						\$ (166,607)		

City of Canfield - Parks & Recreation
2021 Proposed Budget Items

PARKS, RECREATION & CEMETERIES

Fund	BUDGET PRIORITY	CATEGORY (Vehicle, equipment, technology, etc)	ITEM DESCRIPTION:	PRICE:	QTY	TOTAL:	JUSTIFICATION	SUPPORTING COMMENTS:
	Upgrade	Cemetery	Welsh Field concrete for Columbarium	\$ 9,800	1	\$ 9,800	Foundation for Columbarium	
	Upgrade	Cemetery	Welsh Field Columbarium	\$ 29,365	1	\$ 29,365	Planning for the future. Space limited. Direction burials are going.	
	Upgrade	Park	Pickleball netting	\$ 2,529	1	\$ 2,529	Representatives are requesting.	
	Need	Cemetery	Masoluem Façade Improvement & Clean Up	\$ 5,000	1	\$ 5,000		
	Upgrade	Building/Grounds	Gazebo Upgrades (Rotary Project Support)	\$ 10,000	1			
		Community	Annual Contribution- 4th of July	\$ 7,500	1			
		Community	Annual Contribution - Memorial Day	\$ 900	1			
		Community	Events on the Green (Including Concerts)	\$ -		\$ -		
						\$ 46,694		

City of Canfield

*Cash Basis Fund Summary - Budget (Original) (Council)

as of 12/31/2021

Governmental Funds	Beginning Cash Balance	Non-Expendable Corpus	Cash Balance as of 12/31/2020	Encumbrances as of 12/31/2020	Advances not Repaid	Unencumbered Beginning Balance	Original Certificate of Resources	Certificate Amendments	Amended Certificate of Resources	Total Amount Available	Annual Appropriation	Ending Balance
General Fund												
0100 General Fund	1,443,715.05	0.00	1,443,715.05	662,562.64	0.00	781,152.41	4,325,126.00	0.00	4,325,126.00	5,106,278.41	4,530,857.24	575,421.17
0601 Self Insurance Fund	54,223.84	0.00	54,223.84	0.00	0.00	54,223.84	0.00	0.00	0.00	54,223.84	4,000.00	50,223.84
0904 Unclaimed Monies Fund	5,916.45	0.00	5,916.45	5,916.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total General Fund	1,503,855.34	0.00	1,503,855.34	668,479.09	0.00	835,376.25	4,325,126.00	0.00	4,325,126.00	5,160,502.25	4,534,857.24	625,645.01
Special Revenue Funds												
1010 Parks Fund	29,767.69	0.00	29,767.69	760.95	0.00	29,006.74	16,200.00	0.00	16,200.00	45,206.74	68,680.00	(23,473.26)
1011 Parks/Village Grn Trust Fund	124,396.09	(100,000.00)	24,396.09	0.00	0.00	24,396.09	900.00	0.00	900.00	25,296.09	0.00	25,296.09
1012 Fairpark Trust Fund	92,432.43	(15,000.00)	77,432.43	0.00	0.00	77,432.43	1,675.00	0.00	1,675.00	79,107.43	0.00	79,107.43
1020 Recreation Fund	21,668.32	0.00	21,668.32	0.00	0.00	21,668.32	2,500.00	0.00	2,500.00	24,168.32	8,510.00	15,658.32
1030 Cemeteries Fund	19,067.22	0.00	19,067.22	1,767.07	0.00	17,300.15	20,300.00	0.00	20,300.00	37,600.15	79,530.00	(41,929.85)
1040 Street C M & R Fund	1,219,881.07	0.00	1,219,881.07	396,953.63	0.00	822,927.44	1,139,988.00	0.00	1,350,719.00	2,173,646.44	1,586,046.00	587,600.44
1050 State Highway Fund	124,265.41	0.00	124,265.41	0.00	0.00	124,265.41	40,375.00	0.00	40,375.00	164,640.41	71,575.00	93,065.41
1140 Street Light Fund	51,261.65	0.00	51,261.65	0.00	0.00	51,261.65	60,125.00	0.00	41,315.00	111,386.65	76,024.00	35,362.65
1160 Red Gate Operating Fund	252,516.09	0.00	252,516.09	39.61	0.00	252,476.48	41,315.00	0.00	41,315.00	293,791.48	31,050.00	262,741.48
1180 Police Department Operating Levy Fund	282,561.08	0.00	282,561.08	150,282.50	0.00	132,278.58	781,458.00	0.00	781,458.00	913,736.58	794,059.00	119,677.58
1200 Coronavirus Relief Fund	104,564.96	0.00	104,564.96	104,564.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1501 Law Enforcement Trust Fund	1,382.08	0.00	1,382.08	56.95	0.00	1,325.13	1,075.00	0.00	1,075.00	2,398.13	1,000.00	1,398.13
1502 Mandatory Drug Fine Fund	28.78	0.00	28.78	0.00	0.00	28.78	0.00	0.00	0.00	28.78	0.00	28.78
1506 Education Enforcement	15,292.06	0.00	15,292.06	0.00	0.00	15,292.06	600.00	0.00	600.00	15,892.06	0.00	15,892.06
1507 DEA Federal Forfeiture Fund	1,889.13	0.00	1,889.13	0.00	0.00	1,889.13	50,100.00	0.00	50,100.00	51,989.13	1,000.00	50,989.13
1509 JAG Grant - Wireless Network	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1510 JAG Grant - Terminal Server/Mobile Terminal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1513 OVI Task Force Grant Fund FY2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1516 OVI Task Force Grant Fund FY2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1519 OVI Task Force Grant Fund FY2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1520 OVI Task Force Grant Fund FY2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1521 OVI Task Force Grant Fund FY2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1522 OVI Task Force Grant Fund FY2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1523 OVI Task Force Grant Fund FY2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1525 OVI Task Force Grant Fund FY2021	(14,419.99)	0.00	(14,419.99)	115,911.19	0.00	(130,331.17)	225,000.00	(14,692.77)	210,307.23	79,976.06	79,976.06	0.00
1526 COPS School Violence Prevention	(7,120.00)	0.00	(7,120.00)	7,140.00	0.00	(14,260.00)	98,202.16	0.00	98,202.16	83,942.16	83,942.16	0.00
(2020)VMX0014) Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1922 MVLETF-Task Force Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1925 MVLETF-HIDTA Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1926 MVLETF-Task Force Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1927 MVLETF-Task Force Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Revenue Funds	2,319,434.08	(115,000.00)	2,204,434.08	777,478.86	0.00	1,426,955.22	2,381,611.00	294,240.39	2,675,851.39	4,102,806.61	2,881,392.22	1,221,414.39
Debt Service Funds												
2060 Muni Complex Debt Retirement Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2090 Red Gate Debt Retirement Fund	29,493.34	0.00	29,493.34	0.00	0.00	29,493.34	52,885.00	0.00	52,885.00	82,378.34	80,870.00	1,508.34
Total Debt Service Funds	29,493.34	0.00	29,493.34	0.00	0.00	29,493.34	52,885.00	0.00	52,885.00	82,378.34	80,870.00	1,508.34
Capital Projects Funds												
3030 General Capital Improvement Fund	4,828.42	0.00	4,828.42	0.00	0.00	4,828.42	0.00	0.00	0.00	4,828.42	0.00	4,828.42
3220 Intermodal ODOT Grant-Sidewalk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3240 W Main St Safety Upgrade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3270 N Broad St Safety Upgrade Phase 1 Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3271 N Broad St Safety Upgrade Phase 2 Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Projects Funds	4,828.42	0.00	4,828.42	0.00	0.00	4,828.42	0.00	0.00	0.00	4,828.42	0.00	4,828.42
Permanent Funds												
4001 Cemetery Perpetual Care Fund	182,983.46	(149,565.00)	33,418.46	0.00	0.00	33,418.46	4,300.00	0.00	4,300.00	37,718.46	0.00	37,718.46
Total Permanent Funds	182,983.46	(149,565.00)	33,418.46	0.00	0.00	33,418.46	4,300.00	0.00	4,300.00	37,718.46	0.00	37,718.46
Total Governmental Funds	4,040,694.64	(264,565.00)	3,776,029.64	1,445,957.95	0.00	2,330,071.69	6,763,922.00	294,240.39	7,058,162.39	9,388,234.08	7,497,119.46	1,891,114.62

City of Canfield

*Cash Basis Fund Summary - Budget (Original) (Council) as of 12/31/2021

	Beginning Cash Balance	Non- Expendable Corpus	Cash Balance as of 12/31/2020	Encumbrances as of 12/31/2020	Advances not Repaid	Unencumbered Beginning Balance	Original Certificate of Resources	Certificate Amendments	Amended Certificate of Resources	Total Amount Available	Annual Appropriation	Ending Balance
Proprietary Funds												
Enterprise Funds												
Water Enterprise Funds												
5100 Water Operating Fund	198,505.26	0.00	198,505.26	52,110.40	0.00	146,394.86	1,930,000.00	0.00	1,930,000.00	2,076,394.86	1,942,604.00	133,790.86
5130 Waterline Improvement Fund	465,902.90	0.00	465,902.90	43,565.56	0.00	422,337.34	133,600.00	0.00	133,600.00	555,937.34	357,030.00	198,907.34
5137 24" Water Supply Transmission Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Water Enterprise Funds	664,408.16	0.00	664,408.16	95,675.96	0.00	568,732.20	2,063,600.00	0.00	2,063,600.00	2,632,332.20	2,299,634.00	332,698.20
Sanitary Sewer Enterprise Funds												
5200 Sanitary Sewer Operating Fund	646,971.70	0.00	646,971.70	423,480.21	0.00	223,491.49	1,461,000.00	0.00	1,461,000.00	1,584,491.49	1,593,721.00	90,770.49
5211 Sewer System Bond Retirement Fund	62,349.73	0.00	62,349.73	41,163.88	0.00	21,183.75	42,675.00	0.00	42,675.00	63,858.75	41,170.00	22,688.75
5230 Sanitary Sewer Improvement Fund	106,838.24	0.00	106,838.24	10,205.00	0.00	96,633.24	10,365.00	0.00	10,365.00	106,998.24	39,500.00	67,498.24
5233 Sewer Main Replacement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Sanitary Sewer Enterprise Funds	816,159.67	0.00	816,159.67	474,851.19	0.00	341,308.48	1,514,040.00	0.00	1,514,040.00	1,955,348.48	1,674,391.00	180,957.48
Storm Water Enterprise Funds												
5300 Storm Water Operating Fund	591,266.67	0.00	591,266.67	56,684.45	0.00	534,582.22	471,700.00	1,512,340.00	1,984,040.00	2,518,622.22	2,189,315.00	329,307.22
5333 NE Storm Water Management-Phase 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5334 NE Storm Water Management-Phase 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5335 NE Storm Water Management-Phase 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5336 NE Storm Water Management-Phase 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5337 NE Storm Water Management-Phase 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5338 Fairview Drive Storm Water Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Storm Water Enterprise Funds	591,266.67	0.00	591,266.67	56,684.45	0.00	534,582.22	471,700.00	1,512,340.00	1,984,040.00	2,518,622.22	2,189,315.00	329,307.22
Total Enterprise Funds	2,071,834.50	0.00	2,071,834.50	627,211.60	0.00	1,444,622.90	4,049,340.00	1,512,340.00	5,561,680.00	7,006,302.90	6,163,340.00	842,962.90
Internal Service Funds												
Health Care Self Insurance Fund												
6010 Health Care Self Insurance Fund	(38,166.17)	0.00	(38,166.17)	5,302.04	0.00	(43,468.21)	0.00	1,100,700.41	1,100,700.41	1,057,232.20	1,100,700.41	(43,468.21)
Total Health Care Self Insurance Fund	(38,166.17)	0.00	(38,166.17)	5,302.04	0.00	(43,468.21)	0.00	1,100,700.41	1,100,700.41	1,057,232.20	1,100,700.41	(43,468.21)
Total Internal Service Funds	(38,166.17)	0.00	(38,166.17)	5,302.04	0.00	(43,468.21)	0.00	1,100,700.41	1,100,700.41	1,057,232.20	1,100,700.41	(43,468.21)
Total Proprietary Funds	2,033,668.33	0.00	2,033,668.33	632,513.64	0.00	1,401,154.69	4,049,340.00	2,613,040.41	6,662,380.41	8,063,535.10	7,284,040.41	799,494.69
Fiduciary Funds												
Private Purpose Trust Funds												
7040 Cemetery Endowment Fund	27,855.26	0.00	27,855.26	0.00	0.00	27,855.26	0.00	0.00	0.00	27,855.26	0.00	27,855.26
Total Private Purpose Trust Funds	27,855.26	0.00	27,855.26	0.00	0.00	27,855.26	0.00	0.00	0.00	27,855.26	0.00	27,855.26
Agency Funds												
9020 Security Deposit Fund	900.00	0.00	900.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9030 Subdivision Escrow Fund	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9050 Subdivision Deposit Fund	11,452.86	0.00	11,452.86	11,452.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9070 Mayor's Court Agency Fund	4,966.22	0.00	4,966.22	0.00	0.00	4,966.22	0.00	0.00	0.00	4,966.22	0.00	4,966.22
9090 Canfield Community JEDD Agency Fund	644.10	0.00	644.10	0.00	0.00	644.10	0.00	0.00	0.00	644.10	0.00	644.10
Total Agency Funds	19,463.18	0.00	19,463.18	13,852.86	0.00	5,610.32	0.00	0.00	0.00	5,610.32	0.00	5,610.32
Total Fiduciary Funds	47,318.44	0.00	47,318.44	13,852.86	0.00	33,465.58	0.00	0.00	0.00	33,465.58	0.00	33,465.58
Grand Total All Funds	6,121,581.41	(264,565.00)	5,857,016.41	2,092,324.45	0.00	3,764,691.96	10,813,262.00	2,907,280.80	13,720,542.80	17,485,234.76	14,761,159.87	2,724,074.89

MINUTES

CANFIELD CITY COUNCIL/CRA HOUSING COUNCIL/CANFIELD SCHOOL BOARD

WORK SESSION

FEBRUARY 24, 2021- 5:30 P.M.

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

CRA HOUSING COUNCIL: Mr. Brown, Ms. DiRenzo, Ms. Fitzgerald, Ms. Folsom, Mr. Graham and Mr. Williams.

CANFIELD SCHOOL BOARD: Ms. Decapua, Ms. Kluchar, and Mr. Wilkeson. Also in attendance: Superintendent Knoll and Patti Prince.

Also in attendance: Mr. Calhoun, City Manager, and Atty. Mark Fortunato.

MR. MORVAY: At this time I'll turn it over to Superintendent Knoll.

SUPERINTENDENT KNOLL: Thank you. It's a pleasure to be here. We really appreciate the opportunity to talk to you today about CRA's from the school districts perspective. I think I got my wingman right here and we're going to work on this together. I think that everybody in the room understands what CRA's are but for folks that don't, and people at home, we want to talk a little bit about what CRA's are. You can see by definition: A CRA is an "area In which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged." You can see the reference to the ORC. Also the intent of the Ohio CRA Program was to promote revitalization in depressed areas, that's the intent of what a CRA is. The CRA allows property owners to abate the assessed value. We all know what abate is, to eliminate property taxes. That's the concern for us at the school district as we walk our way through and focus in on the schools.

We're looking at a CRA abatement at 100%, if that occurs; it will eliminate 100% of the assessed value of residential new construction and that's the key for us. We know you already approved the other ones and that fine. But this residential new construction is what's important to us. Because 100% of property tax revenue that the school district brings in would not occur. Just so you know, this property tax, what we call local share, is critical for the Canfield Local Schools, we don't get a lot of federal help, we don't get a lot of state help, 71% of our dollars come from local taxes which are brought in with the property. This is huge for us; almost $\frac{3}{4}$ of our dollars are local tax money. In my humble opinion, I've been here for 6-7 months; I don't see the City of Canfield as being a discouraged or depressed area that needs revitalization, that's my opinion. That's the intent of CRA's. The median value of single family homes in Canfield is higher than areas around us and is also projected to increase by 18% by 2023. That was from

the Comprehensive Plan that you all did; which I kind of snuck in on the end, I got to see some of that. It's a really cool plan. The city-wide CRA, if it includes new residential homes, in my opinion, its irresponsible economic development. That is not the intent of a CRA.

On the next slide: Who Bears the Cost of Economic Development? I've been through this from the other district that I came from. CRA's are very helpful in business and industry and as a school district we want to be good neighbors, we want to participate in economic development. But when we're going down this road of residential new construction, this is where the school district is in trouble. If this would occur the school district would lose 57.4% of the new property taxes. So, when you pay your tax bill 57.4 of your property taxes comes to Canfield. You all get 11.2%, as a city. Now there is about 30% missing. I'm going to come back to that 30% because there are some other entities out there, I'm sure you know who they are, but I also want to bring that up. At the end of the day, we understand, economic development for the city, the city gains 100% of increased revenue from the income tax.

We want to talk about the costs of education. This is what's critical for us. How much money do we spend? As we sit here today, according to my treasurer, we spend \$9,693, per year to educate on kid. To be very honest with you is a good bang for your buck here in Canfield. It really is. Is that dollar amount going to stay the same for the next 3, 5, 10 years? No. It's going to go up. We'll just stick with that number. I know you guys are talking about 10 year abatement. If that were the case, it would cost us \$96,930 in costs per child to educate the kid in cost over 10 years, per kid, per year. We understand that. There is a possibility of maybe 200 single family homes. I say for the sake of discussion, well, not all of them have kids but let's say half of them do. Let's say 100 homes and each one has 2 children. Based on that scenario, we would a cost of \$1.9 million a year to educate those 200 kids, if that situation occurred. 1.9 million a year. Obviously, take that times 10 years, for 10 year abatement, \$19,000,000, it will cost the school district over a 10 year period to educate those 200 kids, if that dollar amount never went up over 10 years. I'm going to tell you right now it will go up, because that's just what happens. So, 19 million.

Some bad things here. Under the current State funding formula, Canfield is under what's called a guarantee. So, when new kids come, in we get no extra money. A guarantee is good and bad. We can budget because we know how much we're getting. But as new kids come in we don't get any extra dollars, currently as we sit here today. The State funding formula is another whole debate. We know there are some other opportunities for the city as well, with some other allotments (inaudible) programs, maybe another 110, which concerns us as well. So take that 19 million and add another 110 homes those numbers get higher. With 100% residential new construction CRA, currently we would have no way to help finance those additional education costs.

We pulled out a little case study, of the Preserve. A nice neck of the woods. The homes are approximately \$222,000-\$394,000. We picked \$300,000; we just kind of stuck in the middle. So, let's say we're building a single family home for \$300,000 in Canfield. You would pay \$3,135 a year in taxes to the district. If you put \$200,000 homes there and we don't care about how

many kids you have at this point, because this is just about how much people pay in property taxes to the school. It's going to be \$627,000 a year, which we would not get. You take that times 10, if you're doing a 10 year abatement and you're now at \$6,270,000 of property tax money that the school district would not receive. So, we got 19 million to educate, 10 year and 6 million dollars in property taxes that we're not going to get. You can see what's happening and what our concern is. The next slide:

We talked about winners and losers. I hate to say that but my goal is a win-win. I can't stand here tonight and tell you this is a win for the district, it's really not. The numbers speak for themselves but we understand (inaudible) and we want to be good partners. We know if there is a CRA you're going to bring in some families will come and want to be here. We know that you're going to get 100% income tax revenue, even if things are abated. We know that for developers and builders, it's good for them too; which we get. Next slide.

Here are some more of the losers. You know about me, as a school district. I'm going to talk to you about our current tax paying residents; they're going to suffer to. Here is the other piece of the puzzle. Those other entities you see up there, by law they don't have a seat at the table. The school district does when it comes to CRA's. These folks don't. Remember that 30% I talked about that's still out there. These entities right here lose money. They're the 30%. This one is a little close to my heart, I think most of you know that I have a son with special needs, the DD loses out, Parks loses out, Library, Children's Services, mental health, TB Clinic, senior citizens, county retirement (inaudible). That's the 30%. Now, they don't get as much as the school, don't get me wrong. We're the biggest fish in the pond at that 57%, but these entities lose out as well. Next slide.

More homes are sold. More families come. We love them. The problem is if we don't have dollars to educate them, we're going to be in trouble. Another thing is; I know you know this, every morning I get out of my car and walk into a 1922 school building. We are going to be having conversations about building projects. That conversation is coming. It's going to be extremely hard for yours truly to stand up in front of people in this community and say, we got people who are going to pay for this and some that aren't. If you abate these property owners, that's exactly what's going to happen. If you look at my next bullet point, the only way we can make money is to put more taxes on, that's one way. We have to look at some other ways to make revenue to. The problem is, if we put a levy on and it gets passed, these property owners that are abated, they don't pay those dollars. You're going to have folks paying in Canfield and folks that aren't. That's going to be a tough sell, I think for you and for me as a superintendent. That's a big concern for us as a school district. Next slide.

This next slide is H.B. 920; I don't know if you remember that one, it was back in the '70's. A terrible piece of legislation for yours truly. You know how you get your 3 year and 6 year (inaudible) and your properties go up, hopefully 5, 10, 15%, that's great for you, but the school district, we get none of that. H.B. 920 says your flat lined. So, as property values go up the school doesn't get anything from it. The only thing we do get, we get increased dollars for new construction or a major renovation. Every time new housing comes up, H.B. 920 is void and we

see those dollars. If those properties get abated that's gone. We're worried about the district becomes underfunded, you know how that goes, and your community is based on its schools. That's one of the reasons why I'm here to be very honest with you. I came here because it's Canfield. The last one says; if we incur these costs we're going to have to do something different, an additional levy, taxes, to make ends meet; which I don't want to go down that road to be honest with you. We're going to have to come up with some other type of revenue, ways to try to get money in here. As much as I remember having a bond issue meeting and someone said, "Mr. Knoll why can't we have a rigatoni dinner?" I said, "Ma'am it's a 16 million dollar project, that's a lot of rigatoni." Everybody means well. But at the end of the day, these kinds of projects are expensive. We need all hands on deck. That woman meant well and she probably makes a great bowl of rigatoni but it just wasn't going to get it done. So, the last slide

We are in full support of what you guys have approved this far. We understand residential remodeling, commercial/industrial remodeling, and Commercial/Industrial, we're good with that. Eight years at my old job, I worked with CRA's for businesses right on Main Street, Trilogy, Robertson's, Winkle, all those people. We are in for that. I will commit to you all as Council/Mayor; I'll do everything in my power to meet with businesses and industry to get them to Canfield. Wherever you want to put them, we're going to get them here. But it starts with us as a school; I'll be honest with you, that's what parents are going to be looking for and I want to be a part of that. I have no problem saying we're in. (Inaudible) would have made that comment, I would have done anything because I've been there, and the business piece of this is awesome. We'll put a committee together and we'll all sit down, there will be expectations, we're fine. The part that we are really asking you for your help is we can't support residential new construction. I just gave you the numbers. We just can't maintain a school district with that occurring. We hope that you'll say yes to equitable school funding for all of our residents. I think we're stronger together. That's all I have. I appreciate your time. Board members, I don't know if there was anything you wanted to throw in?

MR. WILLIAMS: I have a question. Home school kids, what impact do they have on expenses? As you mentioned \$9,600. How does that come into play?

SUPERINTENDENT KNOLL: Home school, those parents don't pay property taxes but they're on their own. They do their own curriculum. We have to approve that. But as far as us spending money for those kids, there is no required commitment at all from the district.

MR. WILLIAMS: Is that any type of savings?

SUPERINTENDENT KNOLL: If the kids stay at home?

MR. WILLIAMS: Yes.

SUPERINTENDENT KNOLL: A savings for the district?

MR. WILLIAMS: Yes.

SUPERINTENDENT KNOLL: No, because I'd rather have them sitting in the school to be honest with you. That's where I'd rather have them. But I understand why parents don't.

MR. MORVAY: That \$9,600.00 what do we get back from the state, a percentage or amount to educate a child?

SUPERINTENDENT KNOLL: I'll bring the Treasurer in here. We get 71% local, so between state, federal and grants, there is 30ish left. Can you pinpoint how much the state, out of that 30, gives us? Where this all comes from is the state takes a look at us and puts us in a hopper, it's called the state shared index. They roll these numbers together. If you're a higher wealth district, like Canfield we're going to get less support from the state, versus another school district that isn't quite a wealthy. They'll get a bigger percent.

SCHOOL BOARD TREASURER: Federal funds are about \$261.00 out of that \$9,693 and combined state and local are \$9,430.00. We had that figure, how much the state gives us, a little over \$2,000 per student.

SUPERINTENDENT KNOLL: About \$2,700, about 45%.

MR. WILKENS: Could you speak to the other part of that formula, the state formula, where it doesn't increase per students?

SUPERINTENDENT KNOLL: We're on a guarantee. That's a killer. We're not the only district that's on a guarantee. But to Dave's point, as kids come in, even today, we have a family that moves in and those kids come with us, there are no extra dollars that come in because we're on that guarantee. We got more kids coming than leaving; which is always a good thing. We got a lot of kids online this year because of COVID; which has been good. That's a real struggle when you start looking at dollars and cents. We still have to put that \$9,000 dollar amount out there in theory to educate them; which is okay, it's what we're here to do. But it's tough when there is not dollars to support them.

TREASURER OF SCHOOL: Mr. Knoll, our state funding per ADM is \$2,140.

SUPERINTENDENT KNOLL: Okay, about \$2,100.

MR. MORVAY: What way is enrollment trending? Is it still trending down?

SUPERINTENDENT KNOLL: I only looked at the last 2 years to be honest with you. I haven't seen it trending down. I don't have those numbers in front of me. In the past year, Patti, I don't know if you can speak to that. Where have we been in the last 5 years?

TREASURER OF SCHOOL: We trended down a little bit. But I projected that we're going to be kind of flat-lining. This year it's really difficult to predict with the COVID situation. People are doing different things than they normally would do, as far as keeping kids home.

SUPERINTENDENT KNOLL: I think the last number I saw was 2563, was our current enrollment. Plus, I had a parent email me and say, I put my kids online because we didn't know what you were going to do, we're coming back next year. One more comment. Canfield has never really had good online school but COVID forced us to do some things that were good. You have the K-12 online.

MR. MORVAY: Personally, I've always supported whatever the school has asked for. Karen and I raised our children and they're all doing exceptionally well. I credit it to the foundation they had at Canfield High School. I really do respect that job that the board does, the teachers, the administration.

SUPERINTENDENT KNOLL: This year has been a struggle, I won't lie to you. I honestly didn't know if we were going to make it. But we're hanging on. I appreciate your time. Thank you so much.

JULIO WILLIAMS: My name is Julio Williams. I'm on the CRA Board. My address is 470 Chatsworth. I'm encouraged, overall. I'm in a room full of people that could be home with their families, friends, doing other stuff but we're here because we care about the future of Canfield. I'm encouraged. No matter what happens, this is good for Canfield. We have a lot of things in common. We all appreciate the school district. I commend the school district for being open this year. There are so many kids that haven't had the opportunity to attend school. I'm grateful for you guys being a leader. That's not a popular decision. Much credit to you for that. We all know the challenges of keeping a budget, at home. There is a saying, which has always stuck with me: *You can have anything that you want, but you just can't have everything.* You have to say no sometime. I know we can all appreciate that. We can all understand the importance of investments. Putting off today, for the sake of tomorrow. We can all appreciate that as well. We can all attest to the fact that time flies. We all know that time (inaudible). Also, in making decisions, we can all be in agreement that it's important to have as much information on hand as possible, so we can make the best decision. We're here tonight to discuss abatements. There is a strong consensus for commercial/ industrial/residential remodels. I appreciate that. The one that we really need to iron-out is residential new construction. We just heard the Superintendent present a strong case. My hope is to present as to why we want to consider it. We can all agree that Canfield is a nice place to live. We know that, that didn't just happen. There are things in place that allow Canfield to be a nice place to live, good schools, safety, and roads. It's a blessing to drive on a road after a snow storm and not have to worry about being stuck and also growth. There are elements in place that contribute to Canfield being a great place to live. I wanted to focus more on growth tonight. When it comes to growth, northeast Ohio is at a disadvantage. Big cities, they draw kids like nothing. We have to try extra hard to keep kids here. I term that I've heard is brain drain. A lot of talent, but unfortunately it's common for the town to leave. We really have to figure out what it, which we have in our favor is, that we can do to keep the town here. The unfortunate fact, that in the midst of an economic boom, the past 4 years, Canfield hasn't benefitted. We haven't seen much growth. I'll provide some numbers to support that. How do

I do that, we look at our neighbor Columbiana. Columbiana implemented some really aggressive, ambitious tax abatements in September of 2018. Let's look at what they've done in the past 4 years with respect to new construction. In 2017, they built 11 homes. In 2018, they built 22. September of 2018, they implemented the CRA in Columbiana, 100% abatement for 15 years. That following year they went from 22 homes to 43 homes built in Columbiana. In 2020, the year of COVID, they built 61 homes. In 4 years, 137 homes. In Canfield there are at least 100 parcels in Canfield that can be built on. In the past 4 years, the math is much simpler; Canfield built 8 homes, in the midst of an economic boom. Columbiana, they capitalized. We can see that they are very comparable to us. We can all imagine that if they're taking a hit these next 15 years, imagine 137 homes and they're not slowing down in the next 15 years. When it comes to risks, I'm going to say something that all of you know, we have to consider it from two perspectives. One is the risk of losing that investment. Two is the risk of lost opportunity. We all heard this, 100% of zero is zero. If we don't have any growth, where is that revenue going to come from. We're competing with bigger cities. The numbers show that the population in northeast Ohio is on the decline. We heard tonight that the enrollment in the school is flat lining at best. If we keep the status quo, when times are good, we know that times can't be good forever, what will the numbers be like during normal times. We don't have a choice. My wife and I have 4 kids at home ages 2-7. So you can imagine how much fun we have in our home. It's non-stop fun, non-stop energy. But it's a blessing. I can tell you without a doubt the single piece of advice that we've heard, time and time again, is enjoy them because before you know it, they'll be gone. This is easier said than done because time flies. Ten years ago, President Obama was finishing his first term, 16 year old Justin Bieber released his second remix album, Pirates of the Caribbean grossed more than 1 billion dollars at the box office and Osama Bin Laden was captured by U.S. Forces. We all still remember these things. That was 10 years ago. These next 10 years will go by fast. We've all played Monopoly. We know who wins the game is whoever builds the most houses, in the game of Monopoly. When it comes to multiple generations of growth, which is what Canfield is accustomed, multiple generations, 10 to 15 years is a blip. It will just go by. Yes, we may have to be creative with the technology we have nowadays, to make up for the lack of infrastructure that we have in our schools. But that's a lot that's out there, 137 homes in 4 years; you can't tell me that some of those homes wouldn't have been in Canfield. , had the policy was different. Columbiana (inaudible) two cities near and far, they're the leaders in northeast Ohio, they're the leaders. We know when somebody sets a good example, others are going to follow. They're not going to be the only ones. They're not going to be that way for long. If we want to grow we really have to consider this. We can do up to a 15 year 100%, or maybe even 10 years. I've spoken to a few developers, where 10 years is substantial. We can go a long with that. We don't necessarily have to do the whole 15 years. But to not do anything, I think that's a mistake. We all know how time flies. That's all from me.

MR. MORVAY: Julio, thank you.

MR. TIECHE: A question, if anybody can answer it. What happens, if in fact, we don't do 100% to the schools? Is there some sharing number in there, 50% that doesn't impact schools as much? How does that work as far as the residential development?

MR. WILLIAMS: From what I understand we can go up to 100%. We don't have to do the whole 100%; we don't have to do the whole 10 years. We can play with that, so that the hit is not as hard. But it's a tradeoff.

MR. TIECHE: There is some portion that the school has to approve. We can't do 100%

LORI DIRENZO: 50% tax abatement (inaudible). Microphone is not picking Ms. DiRenzo up.

MR. WILLIAMS: It is a sacrifice. To my understanding, I asked the question about home school kids. It is a trend that we're seeing more and more. From what I understand in Canfield, this year, 65 students are being home schooled. I would consider that a savings for the schools. My point in saying that is, I think we can be creative on how we allocate resources and how we can make things work. This year has forced us to depend on technology more and distance learning. That may be something to help us mitigate the building from 1922. Just tossing ideas out there.

MR. WILKESON: I would challenge you to go over to that school. My daughter came home today and told me that almost every single classroom has a kiddie pool because the water is pouring in. We're faced with, in my opinion, with an existential problem with these buildings. Columbiana has new buildings. South Range has new buildings. Salem has new buildings. We are going to get to the point where the schools are in such bad condition that we will not get people coming. We will get people leaving. I firmly believe that. If you speak to realtors and we have realtors here, but realtors will tell you the number one thing drives people to buy, build and live in a community are the conditions of the schools. I've heard many times that you can educate in any facility but this building and C.H. Campbell are falling down. It is a huge, giant, monstrous problem and we're talking unbelievable funds and we're going to get nothing. This is entirely on our shoulders. Anything that jeopardizes our ability to get a levy passed to get those buildings replaced is an existential problem, to housing in both the city and the township and the surrounding communities. You got some in Green and you got some in Boardman. This is an unbelievably huge problem for everybody in this room and everybody in the township.

MR. WILLIAMS: I respect that perspective. The one point that I would like to present for everyone to consider is, that based on the trends, we're not growing. I just mentioned what is called _____. You can make a case that some percentage of that would have been in Canfield, had the policy been different. But we don't have those policies so, we don't have that. Even 15 years from now, let alone now, which is a need that has to be addressed. No matter how you look at it, it's a challenge. What I would want to express to everybody is that, that is a legitimate concern for Canfield moving forward. We also have the issue of growth. They're not one in the same. We need to be conscious of it. Make sure that we're growing and also need to make sure that our school is being taken care of. It's not an easy solution. It's not one issue, it's two.

MR. TIECHE: Is Columbiana's situation 100%?

COLLECTIVELY: Yes.

MR. TIECHE: Did the school board approve the 100%?

CANFIELD SCHOOL SUPERINTENDENT: My understanding is, and I can be wrong, with this type of CRA, you don't need the schools blessing.

MR. CALHOUN: Over 50%.

MS. DIRENZO: If the abatement is going to be more than 50%.

CANFIELD SCHOOL SUPERINTENDENT: Even for new residential?

MS. DIRENZO: And that would have been the same for Columbiana. My understanding.

CANFIELD SCHOOL SUPERINTENDENT: Now, to be very honest with you, we were advised different.

ATTY. FORTUNATO: Pre '94 and Post '94 formation issue. We were pre '94 and now we're a Post '94.

CANFIELD SCHOOL SUPERINTENDENT: So, you still need the school boards blessing for anything over 50% for new residential. I know our Atty. is listening. I'm sure he'll chime in here as well. One thing about Columbiana that you have to keep in mind is; they have a 1% income tax, school income tax, so their loss isn't as bad as ours. We do not have a school income tax. So, that's another piece in Columbiana. The other reason why they're growing they do something that we don't do in Canfield. Does anybody know what that is? Open enrollment. Two big game changers with Columbiana.

MR. WILLIAMS: Can you explain open enrollment?

CANFIELD SCHOOL SUPERINTENDENT: Open enrollment, yes. All we say is; you want to come to Canfield? Come on. We can take kids from Boardman, Austintown, South Range, and Youngstown. We have some adjacent and non-adjacent, it's complicated but that's the short version. We can have kids from other districts come to Canfield.

MR. CALHOUN: Those tax dollars follow those kids? In Columbiana's case, if somebody is coming from Crestview, the state tax dollars follow the kids from Crestview to Columbiana.

CANFIELD SCHOOL SUPERINTENDENT: Yes.

ATTY. FORTUNATO: Just to confirm the answer of that question. A Pre '94 CRA did not need school board approval, for up to 100%. We are a post '94 CRA because we made subsequent

amendments that require us to then be a post '94 CRA. The requirement is the exemption percentage, term conversion (inaudible) if the proposed exemption seeks 50% school district consent is required. Unless the legislative authority determines for each year the proposed exemption is at least 50% of the amount estimated tax would have been charged if the exemption had not taken place will be made up by other taxes (inaudible).

CANFIELD LOCAL SUPERINTENDENT: I like that. I'm not going to argue with you. I'll take your assessment versus the one I had.

ATTY. FORTUNATO: Well, we were a pre '94 and that may be your counsel's opinion.

CANFIELD SCHOOL SUPERINTENDENT: No, they (inaudible). I think I remember them mentioning that.

MR. CALHOUN: Canfield CRA started in 1980 something, then in the early '90's. When we reinvigorated it we did fall under the pre '94. But once you make 2 amendments to your CRA you are automatically a post '94. We made 1 amendment amending the district, the entire city limits. The second amendment was the institution of the percentages and terms.

ATTY. FORTUNATO: And we were aware at the time of the second amendment that it gives the cap.

MR. CALHOUN: That was really the intent. We knew we started a pre '94 but the formation is the hard part in getting a CRA formed. A pre '94 had already been formed and we didn't have to go through the Ohio Development Services and the housing survey. All along the intent was to get it implemented, reinvigorated and then basically make those two amendments that will force us into the post '94.

ATTY. FORTUNATO: Correct.

MR. WILKESON: The other thing that's different, I don't have the numbers but Columbiana gets quite a bit from state dollars. So, Canfield and Poland are the two that are below us.

CANFIELD SCHOOL TREASURER: Boardman is lower.

MR. WILKESON: Yes, they're low as well. So, that means that more of this burden falls on homeowners basically. So, that changes metrics. I know that they are different because Columbiana gets state help to help build their buildings.

ATTY. FORTUNATO: All you have to do is look at new buildings, they got the state money. Poland, Canfield and Boardman didn't.

MR. WILLIAMS: This is not tangible, concrete. This is subjective. To my understanding their school board opposed the abatements. They were not in favor of it.

MR. MORVAY: Just curious. Columbiana has a 1% school tax but do they also pay income tax to the city? How much is it?

CANFIELD SCHOOL TREASURER: It's 1%.

MR. MORVAY: So, they got a 2%.....

MR. WILLIAMS: Can I toss out a question to the whole room? We know what the maximum is, 15 year, and 100%. Is there something less that we would be willing to consider? Maybe a 5 year at 100%. Then after that at 75%. Anything. Is there some combination or some form of an abatement that we can maybe try to brainstorm and develop?

MS. FITZGERALD: I have a 5, 8 and 10 year old that are in school, thank you very much. I don't know what I would do with them at home this year. I've always loved Canfield and part of the reason is the schools. I'm also on the CRA Council and I can't speak for them but we don't need your blessing for part of it but we would like to work together in order to come up with something that would be a win-win for the schools and the city and not against each other. I see a lot of talk about Red Gate Farms. There are a lot of other factors that are involved in this that I think we need to look at as well. I think we are contributing to the deterioration of the schools by not helping the community to grow. I think there are a lot of different options and maybe we need to sit down and come up with a list of what if's, and brainstorm and come together instead of

MS. DECAPUA: Can I ask a question? I'm throwing this out there for anybody who wants to answer it. Everybody is focused on growth and we need growth. Where do we need to grow? In residential numbers or in businesses through economic development? To me those are two separate things. You bring in residents; you want them to stay here in Canfield. You want them to raise their families here but there are no businesses. These people don't want to stay because there is nothing for them to stay for. It's the business piece that I feel is detrimental in bringing in more (inaudible) more residential growth. People will want to come here. Right now, there isn't a house out there that's on the market for more than 3 days before it turns over. You talk about Canfield growth, that is great but as a district we're looking at community, township and city, our kids are in both. The city grows, we're still bringing kids in from the township and our buildings can't handle those numbers. We can't afford not to do something about it. With the home builds, I get it. I get that there is limited space in the city. I know developers are coming in and wanting to build and that's phenomenal. But you look at the township; we had 40 builds in 2020. We had forty new homes, 38 the year before and 34 the year before that. So, it's not like there is no growth, there is growth. But as a community we need to grow. These are our kids. They come from all over.

MR. WILLIAMS: Can you have some of those 38 homes contribute to the city's tax dollars?
(laughter)

MR. CALHOUN: So, I think that's good, 40, 38 and 34 over the last 3 years. What's been the impact on the enrollment in the schools?

MS. DECAPUA: The majority of those, I would say, don't have kids. There are a few developments that have kids.

MR. CALHOUN: So, we had 130 something homes over the last 3 years. Again, our enrollment has either stagnated or decreased. So, your numbers don't make sense because what we're assuming is every new home is now bringing in kids to the district. Canfield City we've got one new build a year, maybe. So, the growth in the township that we're seeing is not adding kids to the district. To go back to your original question, it's both, business and residential. There is not a lot of business opportunity in Canfield, maybe so industrial but not that corridor going down 224. So, in 2016, 2015, the police department passed their levy. The city tried to increase the income tax. Resident overwhelmingly said, no. So, there are only 2 ways you increase from the same mix, our revenue share for income tax. We fell on similar situations where the state took away local government. So, we took significant hits from the state, taking away substantial local government funds. Our police department levy is \$700,000 a year. Without that levy, we can't operate the police department. So, when the voters voted down the income tax, the police department got their levy passed. We're in that strategy mindset, right now, of how we not renew a police levy. If residents aren't going to approve an increased income tax we have to bring in more residents, more businesses. The focus is obviously residents because Canfield has always been a bedroom community and should always be a bedroom community. We're not going to be Boardman where we have sprawling businesses running down 224, 46 and every side street in between. So, the strategy is a mix. We need to capitalize on commercial opportunities. But in order for Canfield to grow as a community we need to bring in residents and by default, hopefully those residents we bring in are good income tax payers, to the city.

MR. MORVAY: I would add to that, this year with COVID it taught us how to operate without a brick and mortar. Just in my own personal situation, I've got 2 kids back from Chicago and D.C. who are working from Canfield. I can probably name 6 or 7 people off the top of my head that are working in their house, remote in Canfield, Ohio and driving outside of our city. I said right along that we need to build infrastructure to facilitate that. That's more evident now than ever. If we can do that, I think in the future, more and more people, I think are going to be working from their house. I really like this dialogue. This narrative is fantastic. I appreciate it. I understand school and I understand cities. Like Julio said, maybe there is somewhere in the middle that we can meet that would benefit us all.

MR. CALHOUN: To go back to Julio's original question, we had one other meeting prior; I believe there were only a few members of the school board there. Is there wiggle? Is there a middle ground? Is it absolute zero we can't sustain anything from the school?

MR. WILKESON: The problem is any student is a cost. We have zero income. We're charged with dealing with the district. We are better off with no growth, than growth, because of that situation. We've got basically a diametrically opposed situation.

MS. FITZGERALD: One thing that I think could help with that situation is, the big dilemma with residential we're having in Canfield is with the aging in place. Where do they go? What Villa's do they go to? What condo's do they go to that they can afford? They're having a hard time being able to justify moving out of their 2,000 to 4,000 sq. ft. home into a 1,800 sq. ft. villa that they're going to have to pay more for. These people are likely not going to have people in school. But guess who is going to move into their house? Somebody who is going to be in the schools. Eventually these people that need to age in place need to be on one floor. They're going to figure out a way to move into Canfield; which is very difficult right now; or they're going to go to Columbiana, Poland, Boardman. They're going to sell their house and those kids are still going to be coming here. We haven't seen anything from them moving out.

MR. WILKESON: The problem is you have this situation where, I pay \$8,000 a year in property taxes. I can then build a house, move there, and shed \$8,000 in ten years, so I can save myself \$80,000 and move my kids with me. You can't guarantee that, that's how it's going to play out. Plus, the other situation that you have, as Mr. Knoll mentioned, the passing of levies. When you've got a homeowner that's lived here for 40 years, 30 years, 50 years, like my parents who lived here for 50 years, you're asking them to pass a 65 million dollar bond issue and asking them to pass additional levies but John Smith just built a house and pays nothing. It makes our job more difficult to pass those levies and bond issues. You've got a conspiring problem here that, for the school district, it's just not a tenable situation. I mean, 5 years, 10 years, 15 years, 50%, 25%, 100%, it's all a huge problem for the district. As you mentioned, Columbiana opposed it, the superintendent opposed it, the treasurer opposed it, and you're not going to get school boards to go along with this. In Canfield being, because of our finance, we're like the last district to be able to support this. The economics are horrendous.

MS. FITZGERALD: (Inaudible) people who would like to build here and you're talking about a \$500,000-\$600,000 house. Don't you think that they're more likely to support the levy and have kids that are eventually going to be in the school district? My parents have lived here for 70 years, like your parents. I can count on them to be supportive. But we can't count on everyone else that's been here that long without kids in the district anymore to be supportive.

MR. WILKENSON: I understand.

MS. FITZGERALD: So, how are we going to come up with a plan to deal with the schools?

MR. WILKESON: I don't think introducing more potential problems for these voters is a good idea. What number did we pass the levy by?

TREASURER: Like 46.

MR. WILKESON: So, if we influence 50 people to vote "no" over this issue, we just lost. That isn't even talking about, this bond issue is, these new schools, I will take any of you on a tour especially now.

MS. FITZGERALD: I'm terrified. My girls will be in that school next year (inaudible).

MR. WILLIAMS: I was speaking to somebody recently and he mentioned that the Superintendent, his thesis was on school funding. I know very little about school funding. But the sense that I get is that it's not an exact science.

MR. WILKESON: It's a terrible system.

MR. WILLIAMS: It's tough for us because as you mentioned you have no incentive to want this. You have an incentive for it to remain constant. We all know for the growth of the community that's not, the system is working against us. If we can try to be creative and try to figure out something that we can do. It may cost us something now. But keep that cost to be manageable. Then we can have something to look forward to. The fact is, there is demand out there. We can decide now to capitalize on it. People are going to build.

MS. DIRENZO: First of all, I will say I currently have two kids in the district. One is in the middle school; I know what a disaster that building is, and one in the high school. I was on the levy committee for us to get the last school levy passed. It was a nail-biter, it was close and I remember that. I am also of the perspective of someone who moved into the community, who isn't from this area, I lived in Columbus for 10 years, I lived in Pittsburgh for 3 years and when we moved here we limited our housing search to Canfield School District. That was our deciding factor. To say that I value the education and I value the job that you're doing is an understatement. The school board and Mr. Knoll, you've done an absolutely phenomenal job, especially navigating through difficult times. My concern with saying a flat no to the new residential tax abatement is in part an issue of perception. It goes right to the issue of what you were talking about that we are going to be critically in need of new school buildings. My concern is that if there is a perception that Canfield is not growing, people will be less inclined to say, I'm going to cast my vote in favor of a bond; knowing that the bond to build new schools is in a community that is not growing. My concern is there is some growth in the township but that growth is not in the city. Youngstown is a perfect example of areas where, the suburbs are maybe doing okay, but the center is a black hole for a lot of years. It's being revitalized but.... There are a lot of empty buildings, there is a lot of not (inaudible). While I understand what you're saying, it in the districts best interest for the community to not grow, I'm not so sure I agree with that sentiment, coming from areas that have grown very rapidly, like Columbus, and the growth in Columbus is absolutely phenomenal in some of the suburban areas. It's hard to underestimate the value of perception. People have to perceive that our community is growing. They have to see things happening in the center of town. To Bree's point, there has to be a place where people who are aging to be able to stay in this community. Those people have been in this community for years. They're invested in this community and will likely continue to be invested in this community with school levies and bond issues for a building. I live in a neighborhood where the homes are probably in the 2,800-4,500 sq. ft. range and every empty nest home that I'm aware of, none of them stayed in Canfield for exactly the issue that Bree is talking about. The one's that just left most recently, where did they go? Firestone

Farms in Columbiana. It's something to think about. How do we get those people to stay in Canfield? It goes back to what Julio said; it doesn't have to be an all or nothing. This can be 5 year abatement to new residential construction. After 5 years you have new families here who are paying in. Based on the numbers that Mrs. Decapua gave with the new houses that you said were built most of them were in the township.

MRS. DECAPUA: All of them were in the township.

MS. DIRENZO: Those were in the township and as Mr. (inaudible) said, the enrollment in the township didn't really grow, it declined. You can't make that assumption that every new home is going to equate to new kids in the district. Especially, if you have condos and villas for the aging. People who are empty nesters who need to move out of that 3,500 sq. ft. house. It will give them a place to go.

MRS. DECAPUA: Are we saying that just because we're not offering abatements, no one is going to buy in Canfield? Say we build, Steve, we build a new place. Do you really think it's going to sit empty? I think people are going to buy into that neighborhood. I don't feel they need enticed to buy in Canfield.

MS. DIRENZO: I think that depends on what you're looking at. I think if you're looking at families with kids, they're going to come here; they're going to want to be in the school district. That's not really a concern for the empty nester, they don't have that. You can't look at it in a vacuum. We are competing with other communities.

MS. DECAPUA: A lot of our empty nesters, they leave the state. They don't want to stay here where it's cold and nasty and there is slush on the side of the road. A lot of them split their time here.

MR. WILKESON: There are also more factors. As we increase taxes; which we already pointed out. We have to increase taxes from the school districts perspective and pretty significantly. This can get more and more expensive for those kinds of people to stay in Canfield. This is a problem. This goes back to why I rail against the \$22 million dollars that Youngstown City Schools got, versus the \$617,000, this problem, the state is creating this problem and imposing it on Canfield. It's not a good situation. I think there are a lot of factors that are conspiring against empty nesters in Canfield verses Columbiana, moving to Florida. You talk about Columbus, I was just in Columbus a couple of weeks ago and there are things to do. It's not a matter of there are no houses. It's the fact that there are other things that pull people to live there. My brother-in-law talks about it all the time, how much he loves Columbus and there is nothing to do here. He lives in (inaudible) he sends his kids to Canfield. He wants to leave when his kids are out of school. That's not about whether or not there is property to build or whether there are abatements, it's about a bigger problem. When we had the OFC Ohio Facilities Commission do the study on the schools, it wasn't just Canfield that they predicted was going to go down, they predicted all of northeast Ohio. They have a standard formula for the entire area, Columbiana, everybody included. People are leaving here.

MS. DIRENZO: Who did that study?

MR. WILKESON: The Ohio Facilities Commission. (Inaudible)

SUPERINTENDENT KNOLL: They can look at that and look at birth rates. There is a lot of data out there. Moms and dads aren't having as many kids. That's just a state-wide problem in Ohio, declining enrollment. We're all fighting for them too. Public schools are trying to get them, so are the online schools, and catholic schools.

MS. FITZGERALD: I don't believe any of us could have seen what happened with COVID but I honestly believe that what's happened in the last year changed mindsets. We're getting people who want to move back to the area. We're getting people who can afford to build houses that we here cannot afford. If people who lived in Canfield for years, if they're in those (inaudible) situations they're going to be (inaudible) for people who are going to back to the area from New York, Chicago, California. I really believe we need to reevaluate how we're going to plan for the future and work together. I think businesses will be more attracted to our area if we have those people in large homes in (inaudible).

MR. WILKESON: The key is strong schools. You're a realtor and you know that people come for schools.

MS. FITZGERALD: They're going in other directions now. They don't have a choice.

MR. WILKESON: I understand. I don't know that it's because they don't have a choice.

MS. FITZGERALD: They don't have a choice. They can't afford to live here or there aren't enough houses for them available. We need more houses being built. So, the aging in place are going to build a house over here, which gives another family the opportunity to buy that persons home.

MR. WILKESON: In the township you have this development. Up to this point, you haven't had the property in the city to develop. That's a big reason why there isn't the same number of houses.

MS. FITZGERALD: There are properties and opportunities.

MR. WILLIAMS: Just to give you an anecdote, speaking to mostly Columbiana (inaudible) committee, they had a company from Texas, they were touring, long story short, and before they even (inaudible) the guy was sold because of the abatements. He said, are you saying 15 years 100%? All right, I'll go. Another anecdote example, I myself am not from the area, I'm from Brooklyn, New York, the concrete jungle. My wife's family is originally from Boardman and we chose Canfield. My point in saying that is just to (inaudible) what northeast Ohio has in

its favor is the cost of living, over the big cities and also our families are here. That's what we have that (inaudible). The numbers are telling you (inaudible) 137 to 8, that to me (inaudible).

MR WILKESON: Let me ask you this: How do you all propose to the school board that we solve our problem? The fact that, if you build these homes and more students come our costs will go up and we're going to have to pass additional levies on people that are everybody else in the community.

MR. WILLIAMS: That's a great question. That's what we're here for to try to brainstorm. Something that comes to mind, just trying to be creative with the abatements, maybe we can have a first come first serve, and X number of applicants. (Inaudible) When it comes to marketing, it's an easier sell to the community; we're going to take a hit these next 5 or 10 years but at the end of this period, you have this to look forward to. I think we'll have something to work with when it comes to gaining support from the community.

MR. MORVAY: Just having the information that I have, whether we got an abatement or not, the school is going to ask for another levy. You're going to have to. Whether we have an abatement or not, you have to come to us and ask for more money. I've always supported the schools myself. That's the only way we're going to get new schools.

MR. WILKESON: A levy and a bond issue, both. But it changes the economics for the people that are voting, that are paying the taxes. They have to pay instead of \$1.00; they're going to have to pay a \$1.02 because this group over here is abated. I think this is a larger issue besides just Red Gate. I think you've got, if I were one of the other JEDD Developers I would be not happy that this were going on. The development next to him is now abated and he's not. So, that's out of our control. That goes to the County Commissioner's. I think this is a Pandora's Box that once opened is a major problem. I don't see it stopping either. How, in 5 years say, we're not doing more abatements? You're going to have to continue this program forever.

MR. WILLIAMS: We can determine that ahead of time. We can say, X number of this, for this amount of time. So, it's known ahead of time. Again, just try to participate and not be completely out. A limited number for X amount of time.

MR. WILKESON: It's not legal to abate for specific types of homes, right? We can't just abate PUD's.

MR. NEFF: I asked our city attorney and he was going to look into it because he thought it might be available for PUD's.

MR. CALHOUN: So, the statute is to treat single-family as one category, two or less units. Then single family, two or more units. You can set those parameters different.

MR. WILKESON: What about the PUD's?

MR. CALHOUN: You can't specifically carve out this type of residential or a single family home with no kids can get the abatement but a single family with kids can't.

MR. WILKESON: Clearly but usually the PUD's don't have as many kids in those types of developments.

MR. CALHOUN: Right. Those would still classify as that single family unless your building R-PUD's where there is 1 building, 4 units; 1 building, 2 units.

MR. WILKESON: Even the Villas in the Preserve, there are no kids in there.

MR. CALHOUN: Right. I've spoken to a couple of folks in Columbiana as well. They're the model. It's successful. I think Master Plan Builders, they did a case study in Columbiana, and they build very similar type Villas to a specific market. 1,100- 1,800 square feet, I think is maximum. Over 7 years they built 119 new Villas or homes and it resulted in 11 kids in school.

MR. WILKESON: I agree with you. If we knew they were only Villas.

MR. CALHOUN: I think what Bree was saying is, right now if we don't have those opportunities. What Steve is building, I know what people will want to buy is the people that want to stay in Canfield or they're coming from other communities and downsizing. If we allow for the opportunity of those new residential villas, that a home or an empty nester says, I don't have to pay taxes for the next 15 years, that's fantastic. Wherever their home is vacated, then it gets backfilled by a new single family, potentially with kids. So, it's a long-term investment strategy. At the beginning when we first met, this is what I'm talking about. Columbiana was opposed to it, the Superintendent and Treasurer. The school board passed it. They didn't like it. But they saw the opportunity 15 years from now. There is nothing we're going to (inaudible) in 5 to 7 years, solve the schools issues, solve our levy issue. We've got significant financial problems (inaudible). If our schools aren't growing and we're taxing our residents, whether it's income tax, levies, and there are no opportunities, we all know there is stuff going on. Columbiana is seeing that. Firestone parks is building, they're developing. There are things going on and things to do in Columbiana. That's where people are going. That's why people go to Columbus, Pittsburgh, and the suburbs. Northeast Ohio has nothing. Nobody is saying, I'm going to move to this place. They're coming to Canfield, Poland and now Columbiana. Columbiana would not be playing this game if they did not have abatements.

MR. WILKESON: Remember, their economics in terms of their school are completely different.

MR. CALHOUN: I understand that.

MR. WILKESON: If I had a new building sitting out there, I would be a lot more reasonable about this. If I just didn't spend the past 5 years trying to figure out how the heck we can solve these problems with our schools.

MR. CALHOUN: The schools have probably needed improved over the last 5 to 10 years. That's a problem that for whatever reason it wasn't addressed and now we're at that point, I find myself trying to resolve issues with the city, going crap, we've kicked the can down the road and we're now down the road.

MR. WILKESON: The can wasn't kicked. It just wasn't passed. This is our historian; she knows everything about the district. In the '90's, how many times did they try to pass a bond issue?

TREASURER: (INAUDIBLE)

MR. WILKESON: Then they kept scaling it back and scaling it back. Eventually, they put an addition on the middle school, they built in some hallways in the high school, replaced all the roof top units and that was exactly 20 years ago and now they're all failing because they all have a 20 year life. So, they're all failing together. This problem has been viewed, I guess by the district and the district has been aware of this but the problem is you have the state stepping in helping other communities. We will get help from the state after other schools are on their second round of new buildings. That's the problem. To me, this CRA makes things harder for us, not easier.

MS. DIRENZO: In the short term. I agree with that. Going back to what we were talking about the aging in place. If we can create an abatement and it doesn't have to be 15 years, it doesn't have to be 100% that entices those Villas and those Condo's for the aging in place. When that abatement is up and now you have 100's of new condos and villas that are now paying property taxes. We have to get there somehow.

MR. WILKESON: Can you create abatements based on a particular development, so you approve it after there is a proposal where it's going to be a PUD?

MR. CALHOUN: The way you accomplish that is through your CRA districts. The history of Canfield CRA is our historic, design review and preservation area. That was the only district. There were 4 and it kind of laid out the parameters of east, west. So, if we set up districts, Steve Cocca's development for example, that could be its own district. You can say in that district, new residential tax abatements for that district.

MR. WILKESON: Can you make sure there are not regular single family homes built?

MR. CALHOUN: Right. Through the zoning process it would come through as a PUD. Which, again, still is single family but you can abate them by defining the district. I talk about Red Gate, potentially carving that out, calling that its own district. So, you have CRA District number 1.

MR. WILKESON: But you're not putting in 200 and some in a PUD.

MR. CALHOUN: Right. I'm not saying it's a PUD. But that tax abatement specific to CRA District 1, which is Red Gate, could be completely different than CRA Districts 2, 3, 4, and 5, that may all be the little PUD's and potential 10 to 15 acres developments around the city.

MR. WILKESON: Obviously, I can't speak for everybody else but I can certainly understand the argument of the PUD's not bringing students and be cooperative about those types of developments in terms of abatements. But when you're talking about a Preserve like community; which is one of the major developments in Canfield Township or City that has the kids. That is what I've been told that is most likely for Red Gate, that sort of development with some commercial mixed in there. That's a major problem. If we can figure out ways, if.....

MR. NACARATO: If we make that a separate district.

MR. CALHOUN: So, each district can have its own separate CRA abatement parameters.

MR. NACARATO: I'm sorry; I didn't mean to interrupt you. So, Red Gate can be its own district. That can be a whole different ball game compared to what Mr. Cocca is going to put in.

MR. CALHOUN: Or to finish out Stonebridge. That's a good example. Council Member Tieche could probably speak to it going back to the '90's where the levies were failing but I think there was an influx of residents because of the Stonebridge Development. It's not fully built up yet. They are in that last phase 9 and 10, there are 14 developable lots. So, you're talking 20 years, to fully build out, I'm sure it was probably built out between the start and 7 to 10 years. So, say you abate that, you get those people to come in; it's not the influx of 200 new homes all at once. You're going to get 3 or 4, then if those are abated, 5, 7, 10 years. As you know people are coming in abatement, abatement, you slowly build that out and they're not all coming in and falling off at the same time. You start to build that, okay at year 7; you just got 3 new \$300,000 homes paying taxes to the district. At year 10, you get 3, 4, 5 other ones to follow. With Julio's numbers, like Columbiana is seeing, that was over the last 4 years. They went from 20 to 40 to now 60. The original 20 that had the abatement, in 15 years, and time flies, their school district is going to see that windfall of revenue, 15 years from now; then at year 17 and year 19. It's a long-term strategy. This is something; hopefully, we all get to see 10 to 15 years from now or whatever we end up doing, to say that this was something that helped our community. I think that's what everybody in this room is concerned about doing. Is how do we make Canfield better. Right now, Northeast Ohio is declining in population. Our schools are declining in population. The city is stagnant and declining in population. The impacts revenue numbers no matter what we do. So, what can we do now that helps our numbers in the future? It's not a short-term solution.

MR. WILKESON: We were just talking about the millage and that level set that they use. When that falls off does that change the overall dollars?

MR. CALHOUN: It comes on at whatever the value is at the most recent assessment.

MS. DECAPUA: (Inaudible).

MR. CALHOUN: I don't know. I don't know that much about property tax.

MR. WILKESON: Like remodel, I don't know.

MR. CALHOUN: I guess that would be a county auditor question.

MR. WILKESON: See how it's treated when it comes off.

MR. MORVAY: Do you want to get ideas and share them later with each other? Does everyone agree that we need to come up with some kind of middle ground here?

MR. NACARATO: I think we need to brainstorm and come up with ideas and have the school district brainstorm and come up with ideas, which will benefit both sides.

MR. MORVAY: Perhaps we schedule another work shop?

MR. CALHOUN: We can do that. If we plan on meeting in person, which I think is more productive with us seeing each other. If the school doesn't mind, can we use your auditorium? I think that provides the most conducive space. There are maybe 20 of us in this room, so it's not the best place to have everybody where we can sit and talk. I'm open to ideas. I think a bigger venue allows for a little bit more of that being able to see everyone without constantly turning our backs. We can have Patty get with Christine and see what dates work for everybody.

MR. WILKESON: We were just talking about our next board meeting is March 10th. For us, probably the best thing is for us to have our board meet first. Until I get marching orders from these 5.....

MR. CALHOUN: For us, we have March 3rd and March 17th. Maybe not until after that 17th meeting.

MR. WILKESON: We'll get together on the 10th.

MR. CALHOUN: Last week of March? We're first and third and you are second.

MR. TIECHE: There are 4 Wednesday's in March.

MR. CALHOUN: There is an extra one, two extra one's.

MR. MORVAY: I'm going to ask everyone to put their thinking caps on and come up with solutions and see if we can come to some middle ground. We'll meet at the end of March.

MR. TIECHE: I would suggest that if anybody has any suggestions to write them down and get them to Wade. He can take care of distributing them to CRA Board Members, school board and city council.

MR. CALHOUN: Joe, if you want to get with your board and come up with that sort of brainstorming.

CANFIELD SCHOOL SUPERINTENDENT: We have our meeting on the 10th. We'll bring it up.

MR. CALHOUN: Okay. Again, we'll share it openly so that we can all start, at that next work session; everybody has the ideas in their head. It might require some legal research. I guess I can be the plan holder, for lack of a better term. Funnel those to me and we'll create that working communication group.

MR. TIECHE: (inaudible)

MR. CALHOUN: Yes, literally just keep amending the CRA. It's probably not best practice. When we make an amendment, defining or changing the districts, we probably want to lay that out of what those are and then the specific terms and abatements.

MR. TIECHE: Are there any regulations that say you can only modify the district so many times?

MR. CALHOUN: Not that I'm aware of. Once you get over that 2 amendment, pre '94 threshold, you can amend till your hearts content.

MR. MORVAY: I'll ask for adjournment.

MR. NACARATO: I'll make the motion.

MR. NEFF: Second.

MR. MORVAY: This meeting is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL