

AGENDA

CANFIELD CITY COUNCIL

April 7, 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.

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. An **Ordinance** Requesting Participation In Purchase Contracts Of The State For Sodium Chloride (Road Salt) and Declaring an Emergency.

Description:
As part of the City of Canfield's participation in Ohio Department of Transportation (ODOT) Winter Salt Contract for 2021-2022 we are required to pass legislation expressing our desire to participate in the program. The contract document binds us to purchase at least 90% of our requested number of tons for the contract year at the price that is awarded through the ODOT contract.

This ordinance requests participation in the state of Ohio purchase of road salt for the contract year 2021-2022. This is being passed as an emergency due to the requirement to submit our commitment of salt purchase by April 30, 2021.

Action Needed:
Approval of Ordinance requesting participation the ODOT purchase contracts for the 2021-2022 contract Year.

Attachment(s):
Ordinance requesting participation in ODOT purchase contract for Road Salt.

Public Comments

- B. An **Ordinance** Authorizing The City Manager To Enter Into An Agreement For The Provision Of Dispatch Services.

Description:

The City of Canfield and the Cardinal Joint Fire District (CJFD) have participated in negotiations over the last three (3) years in order to amend the current dispatch agreement that has been in effect since 1999.

The major changes to the new agreement institute a term for the dispatching services agreement, as well as provide for an updated compensation schedule for the provision of said dispatching services by the City of Canfield to the Cardinal Joint Fire District.

This ordinance authorizes the City manager to enter into an agreement with CJFD for the provision of dispatch services for a period beginning January 1, 2021 through December 31, 20213

Action Needed:

Approval of Ordinance authorizing the City Manager to enter into an agreement for the provision of dispatching services.

Attachment(s):

Ordinance authorizing the City Manager to enter into an agreement for the provision of dispatching services.

CJFD Dispatching Agreement (2021-2023)

Old CJFD Dispatching Agreement (1999)

Public Comments

- C. An **Ordinance** Amending Ordinance 2021-13 Annual Appropriation Ordinance for Current Expenses and Other Expenditures of the City of Canfield, State of Ohio, during the Fiscal Year Ending December 31, 2021.

Description:

The City of Canfield Finance Department must make amendments to the appropriations ordinance from time to time in order to adjust, make changes and additional appropriations in order to meet the financial needs of the City.

This Ordinance amends Ordinance 2021-13, by adjusting appropriations. Specifically, the original budgeted amount for the Police Department Dispatch Center Renovation was projected lower than what the actual bid amounts received. The lowest bid received for the project was \$220,000.00, this is approximately \$120,000 more than what was originally budgeted. This ordinance adjusts the appropriations for the following funds for the additional \$120,000 needed for the project:

Fund Name -	Original Budget Amount	Amended Appropriation Amount	New Annual Appropriation Amount
General Fund – Police Dept. Capital Outlay	\$120,300	\$50,000	\$170,300
Police Dept. Operating Levy Fund – Capital Outlay	\$125,384	\$70,000	\$195,384

Action Needed:

Approval of ordinance amending ordinance 2021-13 Annual Appropriation ordinance for current expenses and other expenditures for the City of Canfield for FY2021.

Attachment(s):

Ordinance amending ordinance 2021-13 for current expenses and other expenditures to the City of Canfield for FY2021.

Public Comments

- D. An **Ordinance** Authorizing The City Manager To Enter Into An Agreement With Murphy Contracting Co. For The Interior & Exterior Renovations For The Police Department Dispatch Center.

Description:

As part of the Canfield dispatch center renovation and expansion a public advertisement for bids was conducted on February 26, 2021 and again on March 5, 2021. The bid opening was conducted on March 18, 2021 at 2:00 PM.

The apparent low-bidder for the proposed project base bid with the three (3) alternates was Murphy Contracting Co. with a total combined bid of \$220,000.

This ordinance authorizes the City Manager to enter into an agreement with Murphy Contracting Co. for the interior and exterior renovations for the Police Department Dispatch Center.

Action Needed:

Approval of Ordinance authorizing the City Manager to enter into an agreement with Murphy Contracting Co. for the Dispatch Center renovation and expansion.

Attachment(s):

Ordinance authorizing the City Manager to enter into an agreement with Murphy Contracting Co. for the interior and exterior renovations for the Police Department Dispatch Center.

Bid Tabulation – CPD Dispatch Center

Public Comments

- E. An **Ordinance** Authorizing The City Manager To Enter Into A Contract With MS Consultants, Inc. For A Flood Mitigation Analysis Study In The Hilltop Boulevard Neighborhood.

Description:

Staff has been working with our City Engineer to identify and study appropriate areas of the City of Canfield that would benefit from flood mitigation projects. The City of Canfield has previously studied the Briarcliff-Bradford area, the Hood – Fairview area, as well as the Overbrook – Southview area of the City. These studies have resulted in important storm water mitigation project undertakings for the City of Canfield. It has now been determined the next and largest area to be studied for flood mitigation projects is an area identified as the Hilltop Boulevard Neighborhood.

The scope of services of this agreement will study the subject area and the impact on the Sawmill Creek and will attempt to understand the impact on surrounding neighborhoods in order to program appropriate hazard mitigation projects. Per ORC 153.69 and upon review of the RFQ respondents from City of Canfield 2019 RFQ for engineering services, we have selected MS Consultants to perform services related to the Hilltop Flood Mitigation Stormwater Study for the City of Canfield.

This ordinance authorizes the City Manager to enter into a contract with MS Consultants, Inc. for a flood mitigation analysis study for the Hilltop Neighborhood for an amount not to exceed \$90,309.00 for the area outlined below and in the attached agreement and scope of services:



Action Needed:

Approval of ordinance authorizing the City Manager to enter into a contract with MS Consultants, Inc. for a flood mitigations analysis study of the Hilltop Boulevard Neighborhood.

Attachment(s):

Ordinance authorizing the City Manager to enter into a contract with MS Consultants, Inc. for a flood mitigations analysis study of the Hilltop Boulevard Neighborhood.

Hilltop Flood Mitigation Study Agreement & Scope of Services

Public Comments.

- F. A **Motion** To Establish an Ad Hoc Committee of the Council of the City of Canfield for Economic Development.

Description:

During the February 17, 2021 Charter Review Work Session Councilmember Brue Neff mentioned the need for an economic development committee be created for the City of Canfield. Mr. Neff indicated that he would be bringing a motion to Council for consideration.

This motion is to establish an ad hoc committee of the City Council for economic development as outlined in the motion.

Action Needed:

Consideration of motion to establish an ad hoc committee of the Council of the City of Canfield for economic development.

Attachment(s):

Motion to establish an ad hoc committee of the Council of the City of Canfield for economic development.

Public Comments.

- G. A **Motion** Making Appointments To An Ad Hoc Committee of the Council of the City of Canfield For Economic Development.

Description:

During the February 17, 2021 Charter Review Work Session Councilmember Brue Neff mentioned the need for an economic development committee be created for the City of Canfield. Mr. Neff indicated that he would be bringing a motion to Council for consideration.

This motion is to make appointments to the ad hoc committee of the City Council for economic development as outlined in the motion.

Action Needed:

Consideration and appointment of members to the ad hoc committee of the Council of the City of Canfield for economic development.

Attachment(s):

Motion making appointments to an ad hoc committee of the Council of the City of Canfield for economic development.

Public Comments.

12. Council Comments.

13. Adjournment

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE REQUESTING PARTICIPATION
IN PURCHASE CONTRACTS OF THE STATE FOR
SODIUM CHLORIDE (Road Salt) AND DECLARING
AN EMERGENCY

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Municipal Corporations to participate in contracts of the Ohio Department of Transportation (ODOT) for the purchase of machinery, material, supplies, or other articles; and

WHEREAS, Canfield City Council desires to participate in said purchasing program.

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

Section 1: The City of Canfield requests authorization from ODOT to participate in the purchase contract for sodium chloride for 2021-2022.

Section 2: Upon authorization to participate in said purchasing program, the City of Canfield authorizes the City Manager to represent the City and execute all documents related to said Contract.

Section 3: The City of Canfield also agrees to the terms and conditions of the Contract authorized by the City Manager.

Section 4: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of the fact that the application deadline for State Purchasing is April 30, 2021.

Section 5: 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 AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT FOR THE PROVISION
OF DISPATCH SERVICES.

WHEREAS, the Chief of Police of the City of Canfield has recommended that the City enter into an agreement in the form and manner attached hereto, pursuant to which the City will provide dispatch services to the Cardinal Joint Fire District; and

WHEREAS, the Council has determined it to be in the best interests of the City to provide said services,

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

SECTION 1: That the City shall enter into an agreement to provide dispatch services to the Cardinal Joint Fire District in the form and manner attached hereto.

SECTION 2: That the City Manager is hereby authorized and directed to enter into said agreement, effective January 1, 2021.

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 (7) continuous days, to-wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

**AGREEMENT FOR DISPATCH SERVICES
CARDINAL JOINT FIRE DISTRICT**

This Agreement is entered into this ____ day of February 2021 by and between the City of Canfield of 104 Lisbon Street, Canfield, Ohio 44406 (“Canfield”) and the Cardinal Joint Fire District of 7075 Herbert Road, Canfield, Ohio 44406 (the “District”).

For and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Agreement shall be effective January 1, 2021 through December 31, 2023. The District has the option upon mutual agreement by the City to renew this agreement annually for a period of three (3) years by providing Canfield written notice of their intent to renew by November 1, 2023. If the District desires to not exercise the renewal option, the District shall provide Canfield written notice of their intent not to renew by November 1st 2023.

2. Scope of Services. Canfield agrees to provide dispatching services for fire and emergency medical services for the District. The service will be provided in accordance with the policies and procedures adopted by Canfield from time to time with respect to the provision of dispatch services. Canfield shall provide dispatch services twenty-four (24) hours per day for three hundred sixty-five (365) days per year during the term of this Agreement.

3. Record Maintenance. Canfield shall keep and maintain all records of emergency calls received on behalf of the District in accordance with the public records laws of the State of Ohio.

4. Policies and Procedures. Canfield is solely responsible for and shall have sole discretion relating to establishing and maintaining policies and procedures in

the administration of the dispatch services to be provided pursuant to this Agreement. Canfield will notify the District of any material changes to its dispatch policies and procedures.

5. Compensation. In consideration for the services rendered by Canfield herein, the District shall compensate Canfield in the amount of Ninety-Eight Thousand Dollars (\$98,000) in 2021. One-Hundred and One Thousand Six Hundred and Seventy-Five Dollars (\$101,675) in 2022. One-Hundred and Five Thousand Four Hundred and Eighty-Eight Dollars (\$105,488.) for 2023. Payment shall be made by the District in equal monthly installments as outlined below:

Contract Year	Fiscal Year	Annual Amount	Monthly Invoice Amount	Due Date
Year 1	2021	\$98,000	\$8,166.67	On or before the 15 th of every month
Year 2	2022	\$101,675	\$8,472.92	On or before the 15 th of every month
Year 3	2023	\$105,488	\$8,790.65	On or before the 15 th of every month

In the event Canfield and the District mutually agree to exercise the renewal option, Canfield shall be entitled to an increase in its compensation equal to its increase in personnel wage costs as agreed upon by Canfield in the applicable collective bargaining

agreement between the City and its dispatch employees, but in no case shall the increase be greater than two percent (2%). In the event that Canfield is successful in securing additional dispatching contracts, the City will provide the District a reduced contract price equivalent to 25% of the total new dispatching contract with the new agency for each year that the additional dispatching contracts remain in place.

6. Additional Equipment. In the event that additional equipment is necessary, in the opinion of Canfield, to provide the services as delineated herein, the District shall be responsible for the costs of such purchase and installation. Installation of any such equipment shall be approved by and coordinated with Canfield. At the expiration or termination of this Agreement the District shall be entitled to remove such equipment at its own cost, as approved and directed by Canfield if the renewal will not materially affect the operation of Canfield's dispatch services; in which case, such equipment shall not be removed and shall become the property of Canfield.

7. Dispute Resolution. Any dispute arising between the parties shall attempt to be resolved by mediation with the parties negotiating in good faith. In the event that mediation cannot resolve a dispute within sixty (60) days, then the parties agree to resolve the same by binding arbitration in accordance with the rules of the American Arbitration Association.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the parties consent to jurisdiction and venue in courts located in Mahoning County, Ohio.

9. Severability. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

10. Entire Agreement/Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and this Agreement contains all of the covenants and agreements between the parties. This Agreement may not be altered, amended or modified except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused the same to be executed on their behalf of persons duly authorized thereto as of the day and year first written above.

THE CITY OF CANFIELD

By: _____
Wade Calhoun, City Manager

CARDINAL JOINT FIRE DISTRICT

By: _____
Richard Russo, Board of Trustees Chair

Approved as to Form:

By: _____
Mark Fortunato
City of Canfield Law Director

By: _____
David "Chip" Comstock
Cardinal Joint Fire District Legal Counsel

Introduced By: Mr. Hughes

Motion No. 1998-45

MOTION

A MOTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT FOR DISPATCHER
SERVICES WITH THE CARDINAL JOINT FIRE DISTRICT.

WHEREAS, the City of Canfield, Ohio desires to enter into a Contract for
Dispatcher Services 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 a Contract for Dispatcher Services with the Cardinal Joint Fire District in
accordance with the terms of the Contract 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 16th DAY OF December A.D., 1998.

Pat Matwick
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: December 17, 1998 through
December 28, 1998.

Pat Matwick
CLERK OF COUNCIL

APPROVED AS TO FORM:

HARRINGTON, HOPPE & MITCHELL, LTD.

Mark Andrews
MUNICIPAL ATTORNEY

CONTRACT FOR DISPATCHER SERVICES

THIS AGREEMENT is made this 19TH day of DECEMBER, 1999,
between The City of Canfield and the Cardinal Joint Fire District.

Article I. Term: This Contract shall continue in force and effect from the effective date hereof.

Article II. EFFECTIVE DATE: The effective date of this Contract for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter) shall be January 1, 1999.

Article III. SERVICES: The City of Canfield agrees to provide to the Cardinal Joint Fire District dispatching services to be utilized in connection with the operation of a fire department by the Cardinal Joint Fire District. Dispatching Services, as used herein, shall include those services listed on the "Description of Services", which is attached hereto and incorporated herein as Exhibit "A".

Article IV. METHOD OF PERFORMING SERVICES: The City of Canfield will determine the method, details, and means of performing the services described above. The Cardinal Joint Fire District may not control, direct, or supervise the employees of the City of Canfield with regard to the performance of the services described in Article III.

Article V. COMPENSATION: As consideration for the dispatching services to be rendered by the City of Canfield, the Cardinal Joint Fire District agrees to pay to the City of Canfield a sum equal to twenty-two percent (22%) of the total dispatcher employee cost of the City of Canfield. As used herein, "dispatcher employee cost" shall be limited to salary, bonus, overtime, holiday pay, PERS, hospitalization, vision care, life insurance, longevity, Medicare, and Workers' Compensation, actually paid to, or on account of, all dispatcher employees of the City of Canfield.

On June 30th and December 31st, the City of Canfield shall submit to the Cardinal Joint Fire District a statement of dispatcher employee costs covering the preceding six month period. The Cardinal Joint Fire District shall pay the amount due, as calculated above, to the City of Canfield, on or before the twenty-fifth (25th) day following receipt of such statement.

Article VI. COMPLIANCE: The City of Canfield shall be solely responsible for compliance with all applicable state and federal rules and regulations with regard to the provision of dispatcher services hereunder.

Article VII. RELATIONSHIP BETWEEN THE PARTIES. It is expressly understood and agreed to by and between the parties that the City of Canfield is acting as an independent contractor with respect to the provision of services hereunder. In addition, any and all personnel which may be utilized by the City of Canfield, in connection with the

provision of dispatcher services provided for hereunder, shall not be deemed to be employees of the Cardinal Joint Fire District.

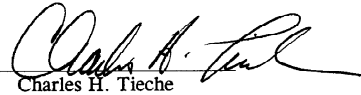
Article VIII. TERMINATION: This Agreement shall continue in full force and effect through the term specified in Article I, unless terminated earlier by written agreement of the parties.

Article IX. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Article X. GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

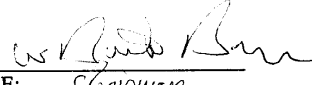
EXECUTED at Canfield, Ohio, on the date first written above.

CITY OF CANFIELD

BY: 

Charles H. Tieche
City Manager

CARDINAL JOINT FIRE DISTRICT

BY: 

TITLE: Chairman

EXHIBIT "A"**DESCRIPTION OF DISPATCHING SERVICES**

- (A) Dispatching Services shall include the answering of all incoming Fire Department phone lines (two emergency lines and one business line), and responding to said calls in the manner hereinafter described.
 - (B) Upon receipt of an emergency call, the following services shall be performed:
 - (1) Follow dispatching procedures (dispatching procedures shall be supplied to the City by the Fire Chief of the Cardinal Joint Fire District);
 - (2) Make a written record of all emergency calls, and responses to same, containing the information, and using forms prescribed by the Fire Chief of the Cardinal Joint Fire District.
- Dispatching and record keeping procedures may be amended from time to time by the Fire Chief of the Cardinal Joint Fire District.
- (C) For all non-emergency calls, records will be maintained containing information and using forms prescribed by the Fire Chief of the Cardinal Joint Fire District.
 - (D) The services described herein shall be provided 24 hours a day, 365 days per year.
 - (E) Dispatching Services shall also include those dispatching services and procedures as may be described by the Fire Chief of the Cardinal Joint Fire District from time to time.

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 2021-13,
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.

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

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

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

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

	Annual Appropriation Ord 2021-13	Adjustment (1)	Annual Appropriation
General Fund			
Mayor and Council			
Personal Services	59,610.00		59,610.00
Travel	400.00		400.00
Contractual Services	12,905.00		12,905.00
Supplies and Materials	2,900.00		2,900.00
Capital Outlay	1,025.00		1,025.00
Other Uses	0.00		0.00
Total Mayor and Council	76,840.00	0.00	76,840.00
City Manager			
Personal Services	206,450.00		206,450.00
Travel	500.00		500.00
Contractual Services	11,000.00		11,000.00
Supplies and Materials	5,635.00		5,635.00
Capital Outlay	2,050.00		2,050.00
Other Uses	0.00		0.00
Total City Manager	225,635.00	0.00	225,635.00
Mayor's Court			
Personal Services	39,125.00		39,125.00
Travel	750.00		750.00
Contractual Services	11,100.00		11,100.00
Supplies and Materials	1,575.00		1,575.00

Capital Outlay	1,025.00		1,025.00
Other Uses	0.00		0.00
Total Mayor's Court	53,575.00	0.00	53,575.00
Finance Department			
Personal Services	279,200.00		279,200.00
Travel	500.00		500.00
Contractual Services	24,300.00		24,300.00
Supplies and Materials	9,050.00		9,050.00
Capital Outlay	4,050.00		4,050.00
Other Uses	0.00		0.00
Total Finance Department	317,100.00	0.00	317,100.00
Income Tax Department			
Personal Services	115,470.00		115,470.00
Travel	1,000.00		1,000.00
Contractual Services	16,150.00		16,150.00
Supplies and Materials	4,400.00		4,400.00
Capital Outlay	2,050.00		2,050.00
Other Uses	75,000.00		75,000.00
Total Income Tax Department	214,070.00	0.00	214,070.00
Municipal Building			
Contractual Services	50,660.00		50,660.00
Supplies and Materials	18,970.00		18,970.00
Capital Outlay	0.00		0.00
Total Municipal Building	69,630.00	0.00	69,630.00
Cell Tower Parcel N Broad St			
Contractual Services	365.00		365.00
Total Cell Tower Parcel N Broad St	365.00	0.00	365.00
Civil Service Commission			
Personal Services	730.00		730.00
Travel	0.00		0.00
Contractual Services	1,650.00		1,650.00
Supplies and Materials	1,025.00		1,025.00
Capital Outlay	0.00		0.00
Other Uses	60.00		60.00
Total Civil Service Commission	3,465.00	0.00	3,465.00
Charter Review Commission			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Total Charter Review Commission	0.00	0.00	0.00
County Auditor and Treasurer Fees			
Contractual Services	2,510.00		2,510.00
Total County Auditor and Treasurer Fees	2,510.00	0.00	2,510.00
State Examiners Fees			

Contractual Services	28,050.00		28,050.00
Total State Examiners Fees	28,050.00	0.00	28,050.00
Municipal Attorney			
Personal Services	62,750.00		62,750.00
Travel	0.00		0.00
Contractual Services	10,175.00		10,175.00
Supplies and Materials	0.00		0.00
Total Municipal Attorney	72,925.00	0.00	72,925.00
General Services			
Travel	0.00		0.00
Contractual Services	107,100.00		107,100.00
Supplies and Materials	4,250.00		4,250.00
Capital Outlay	0.00		0.00
Total General Services	111,350.00	0.00	111,350.00
Cardinal Joint Fire District Reimbursement			
Travel	0.00		0.00
Contractual Services	10,300.00		10,300.00
Supplies and Materials	27,000.00		27,000.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total Cardinal Joint Fire District Reimbursement	37,300.00	0.00	37,300.00
IT Department			
Personal Services	208,150.00		208,150.00
Travel	0.00		0.00
Contractual Services	10,400.00		10,400.00
Supplies and Materials	4,700.00		4,700.00
Capital Outlay	4,050.00		4,050.00
Other Uses	0.00		0.00
Total IT Department	227,300.00	0.00	227,300.00
Street Lights			
Contractual Services	42,600.00		42,600.00
Total Street Lights	42,600.00	0.00	42,600.00
Police Department			
Personal Services	2,313,000.00		2,313,000.00
Travel	5,000.00		5,000.00
Contractual Services	263,360.00		263,360.00
Supplies and Materials	199,650.00		199,650.00
Capital Outlay	120,300.00	50,000.00	170,300.00
Debt Service	162,400.00		162,400.00
Other Uses	0.00		0.00
Total Police Department	3,063,710.00	50,000.00	3,113,710.00
Police Department (OCJS Coronavirus)			
Supplies and Materials	9,397.24		9,397.24
Total Police Department (OCJS	9,397.24	0.00	9,397.24

Coronavirus)

Payment to County Health Program			
Contractual Services	60,150.00		60,150.00
Total Payment to County Health Program	60,150.00	0.00	60,150.00

Planning and Zoning			
Personal Services	97,535.00		97,535.00
Travel	25.00		25.00
Contractual Services	11,050.00		11,050.00
Supplies and Materials	3,550.00		3,550.00
Capital Outlay	1,025.00		1,025.00
Other Uses	100.00		100.00
Total Planning and Zoning	113,285.00	0.00	113,285.00

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

<i>Grand Total General Fund</i>	<i>4,799,257.24</i>	<i>50,000.00</i>	<i>4,849,257.24</i>
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Self Insurance Fund			
Personal Services	0.00		0.00
Travel	0.00		0.00
Contractual Services	2,000.00		2,000.00
Supplies and Materials	2,000.00		2,000.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
Total Self Insurance Fund	4,000.00	0.00	4,000.00

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

<i>Grand Total General Fund with Self Insurance Fund</i>	<i>4,803,257.24</i>	<i>50,000.00</i>	<i>4,853,257.24</i>
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Special Revenue Funds

Parks Fund			
Village Green			
Personal Services	2,225.00		2,225.00
Travel	0.00		0.00
Contractual Services	7,550.00		7,550.00
Supplies and Materials	4,000.00		4,000.00
Capital Outlay	0.00		0.00
Transfers	0.00		0.00

Total Village Green	13,775.00	0.00	13,775.00
Village Green (Parks Board)			
Travel	0.00		0.00
Contractual Services	10.00		10.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Total Village Green (Parks Board)	10.00	0.00	10.00
Greasel Park			
Personal Services	10,435.00		10,435.00
Travel	0.00		0.00
Contractual Services	4,100.00		4,100.00
Supplies and Materials	1,675.00		1,675.00
Capital Outlay	0.00		0.00
Other Uses	240.00		240.00
Total Greasel Park	16,450.00	0.00	16,450.00
Greasel Park (Parks Board)			
Travel	0.00		0.00
Contractual Services	50.00		50.00
Supplies and Materials	2,550.00		2,550.00
Capital Outlay	0.00		0.00
Total Greasel Park (Parks Board)	2,600.00	0.00	2,600.00
Greasel Park (Playground Equipment)			
Contractual Services	0.00		0.00
Supplies and Materials	715.00		715.00
Capital Outlay	0.00		0.00
Total Greasel Park (Playground Equipment)	715.00	0.00	715.00
Fair Park			
Personal Services	10,110.00		10,110.00
Travel	0.00		0.00
Contractual Services	17,660.00		17,660.00
Supplies and Materials	2,700.00		2,700.00
Capital Outlay	0.00		0.00
Other Uses	5,000.00		5,000.00
Total Fair Park	35,470.00	0.00	35,470.00
Fair Park (Parks Board)			
Travel	0.00		0.00
Contractual Services	10.00		10.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Total Fair Park (Parks Board)	10.00	0.00	10.00
Transfers			
Transfers	0.00		0.00
Total Transfers	0.00	0.00	0.00
Grand Total Parks Fund	69,030.00	0.00	69,030.00

Parks and Village Green Trust Fund

Village Green			
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total Village Green	0.00	0.00	0.00
Greasel Park			
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total Greasel Park	0.00	0.00	0.00
Fair Park			
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total Fair Park	0.00	0.00	0.00
Grand Total Parks and Village Green Trust Fund	0.00	0.00	0.00

Fair Park Trust Fund			
Transfers	0.00		0.00
Total Fair Park Trust Fund	0.00	0.00	0.00

Recreation Fund

Events on the Green			
Travel	0.00		0.00
Contractual Services	4,525.00		4,525.00
Supplies and Materials	0.00		0.00
Total Events on the Green	4,525.00	0.00	4,525.00
Memorial Day			
Contractual Services	1,000.00		1,000.00
Total Memorial Day	1,000.00	0.00	1,000.00
Fourth of July Activities			
Contractual Services	7,510.00		7,510.00
Total Fourth of July Activities	7,510.00	0.00	7,510.00
Grand Total Recreation Fund	13,035.00	0.00	13,035.00

Cemeteries Fund

Cemeteries Operating			
Personal Services	27,895.00		27,895.00
Travel	0.00		0.00
Contractual Services	5,235.00		5,235.00
Supplies and Materials	8,200.00		8,200.00
Capital Outlay	39,200.00		39,200.00
Other Uses	0.00		0.00
Transfers	0.00		0.00

Total Cemeteries Operating	80,530.00	0.00	80,530.00
Cemeteries (Parks Board)			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Total Cemeteries (Parks Board)	0.00	0.00	0.00
Grand Total Cemeteries Fund	80,530.00	0.00	80,530.00
Street C M & R Fund			
Street C M & R Operating			
Personal Services	429,650.00		429,650.00
Travel	500.00		500.00
Contractual Services	183,585.00		183,585.00
Supplies and Materials	208,550.00		208,550.00
Capital Outlay	744,561.00		744,561.00
Debt Service	23,600.00		23,600.00
Total Street C M & R Operating	1,590,446.00	0.00	1,590,446.00
Street C M & R (Parks Board)			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Total Street C M & R (Parks Board)	0.00	0.00	0.00
Other Uses/Transfers			
Advances	0.00		0.00
Transfers	0.00		0.00
Total Other Uses/Transfers	0.00	0.00	0.00
Grand Total Street C M & R Fund	1,590,446.00	0.00	1,590,446.00
State Highway Fund			
Travel	0.00		0.00
Contractual Services	29,800.00		29,800.00
Supplies and Materials	42,350.00		42,350.00
Capital Outlay	0.00		0.00
Total State Highway Fund	72,150.00	0.00	72,150.00
Street Lighting Special Assessment Fund			
Street Lighting Miscellaneous			
Contractual Services	0.00		0.00
Transfers	0.00		0.00
Total Street Lighting Miscellaneous	0.00	0.00	0.00
Street Lights-Topaz Cir			
Contractual Services	2,820.00		2,820.00

Total Street Lights-Topaz Cir	2,820.00	0.00	2,820.00
Street Lights-Woodridge			
Contractual Services	2,224.00		2,224.00
Total Street Lights-Woodridge	2,224.00	0.00	2,224.00
Street Lights-Timber Run			
Contractual Services	2,740.00		2,740.00
Total Street Lights-Timber Run	2,740.00	0.00	2,740.00
Street Lights-Russo Ave			
Contractual Services	3,820.00		3,820.00
Total Street Lights-Russo Ave	3,820.00	0.00	3,820.00
Street Lights-Jade Cir			
Contractual Services	2,220.00		2,220.00
Total Street Lights-Jade Cir	2,220.00	0.00	2,220.00
Street Lights-Willow Way			
Contractual Services	780.00		780.00
Total Street Lights-Willow Way	780.00	0.00	780.00
Street Lights-Morningview Cir			
Contractual Services	1,420.00		1,420.00
Total Street Lights-Morningview Cir	1,420.00	0.00	1,420.00
Street Lights-Laurel Hills			
Contractual Services	1,020.00		1,020.00
Total Street Lights-Laurel Hills	1,020.00	0.00	1,020.00
Street Lights-Montgomery			
Contractual Services	4,125.00		4,125.00
Total Street Lights-Montgomery	4,125.00	0.00	4,125.00
Street Lights-Preserve Blvd			
Contractual Services	2,220.00		2,220.00
Total Street Lights-Preserve Blvd	2,220.00	0.00	2,220.00
Street Lights-Willow Bend			
Contractual Services	425.00		425.00
Total Street Lights-Willow Bend	425.00	0.00	425.00
Street Lights-Stonebridge 4			
Contractual Services	1,720.00		1,720.00
Total Street Lights-Stonebridge 4	1,720.00	0.00	1,720.00
Street Lights-Hickory Hollow			
Contractual Services	1,020.00		1,020.00
Total Street Lights-Hickory Hollow	1,020.00	0.00	1,020.00
Street Lights-Stonebridge 5			
Contractual Services	1,420.00		1,420.00

Total Street Lights-Stonebridge 5	1,420.00	0.00	1,420.00
Street Lights-Laurel Hills 2			
Contractual Services	1,220.00		1,220.00
Total Street Lights-Laurel Hills 2	1,220.00	0.00	1,220.00
Street Lights-Willow Bend Ph 2			
Contractual Services	720.00		720.00
Total Street Lights-Willow Bend Ph 2	720.00	0.00	720.00
Street Lights-Preserve-Plat 8-Mallard Crossing			
Contractual Services	1,530.00		1,530.00
Total Street Lights-Preserve-Plat 8-Mallard Crossing	1,530.00	0.00	1,530.00
Street Lights-Preserve-Plat 9-Woodland Run/Oakview Crossing			
Contractual Services	1,420.00		1,420.00
Total Street Lights-Preserve-Plat 9-Woodland Run/Oakview Crossing	1,420.00	0.00	1,420.00
Street Lights-Stonebridge Plat 7-Alabaster/Charleston			
Contractual Services	1,420.00		1,420.00
Total Street Lights-Stonebridge Plat 7-Alabaster/Charleston	1,420.00	0.00	1,420.00
Street Lights-Stonebridge Plat 6-Lake Wobegon/Timber Run			
Contractual Services	1,420.00		1,420.00
Total Street Lights-Stonebridge Plat 6-Lake Wobegon/Timber Run	1,420.00	0.00	1,420.00
Street Lights-Kings Lake Subdivision			
Contractual Services	4,670.00		4,670.00
Debt Service	35,650.00		35,650.00
Total Street Lights-Kings Lake Subdivision	40,320.00	0.00	40,320.00
Grand Total Street Lighting Special Assessment Fund	76,024.00	0.00	76,024.00
Red Gate Operating Fund			
Personal Services	0.00		0.00
Travel	0.00		0.00
Contractual Services	28,500.00		28,500.00
Supplies and Materials	2,550.00		2,550.00
Capital Outlay	0.00		0.00
Debt Service	0.00		0.00
Other Uses	0.00		0.00
Transfers	0.00		0.00
Total Red Gate Operating Fund	31,050.00	0.00	31,050.00
Police Department Operating Levy Fund			
Personal Services	551,175.00		551,175.00
Travel	0.00		0.00

Contractual Services	28,550.00		28,550.00
Supplies and Materials	60,000.00		60,000.00
Capital Outlay	125,384.00	70,000.00	195,384.00
Debt Service	32,700.00		32,700.00
Other Uses	0.00		0.00
Total Police Department Operating Levy Fund	797,809.00	70,000.00	867,809.00
Coronavirus Relief Fund			
Personal Services	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total Coronavirus Relief Fund	0.00	0.00	0.00
Law Enforcement Trust Fund			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	1,000.00		1,000.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total Law Enforcement Trust Fund	1,000.00	0.00	1,000.00
Mandatory Drug Fine Fund			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total Mandatory Drug Fine Fund	0.00	0.00	0.00
Education Enforcement Trust Fund			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	0.00		0.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total Education Enforcement Trust Fund	0.00	0.00	0.00
DEA Federal Forfeiture Fund			
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	1,000.00		1,000.00
Capital Outlay	0.00		0.00
Other Uses	0.00		0.00
Total DEA Federal Forfeiture Fund	1,000.00	0.00	1,000.00
OVI Task Force Grant Fund FY2021			
Personal Services	52,675.86		52,675.86
Travel	0.00		0.00
Contractual Services	22,285.80		22,285.80
Supplies and Materials	5,014.40		5,014.40

Capital Outlay	0.00		0.00
Total OVI Task Force Grant Fund FY2021	79,976.06	0.00	79,976.06
COPS School Violence Prevention Fund			
Personal Services	0.00		0.00
Travel	0.00		0.00
Contractual Services	0.00		0.00
Supplies and Materials	83,942.16		83,942.16
Capital Outlay	0.00		0.00
Total COPS School Violence Prevention Fund	83,942.16	0.00	83,942.16
<i>Grand Total Special Revenue Funds</i>	<i>2,895,992.22</i>	<i>70,000.00</i>	<i>2,965,992.22</i>
<i>Debt Service Funds</i>			
Red Gate Debt Retirement Fund			
Debt Service-Principal	75,020.00		75,020.00
Debt Service-Interest	5,850.00		5,850.00
Total Red Gate Debt Retirement Fund	80,870.00	0.00	80,870.00
<i>Total Debt Service Funds</i>	<i>80,870.00</i>	<i>0.00</i>	<i>80,870.00</i>
<i>Capital Projects Funds</i>			
General Capital Improvement Fund			
Capital Outlay	0.00		0.00
Transfers	0.00		0.00
Total General Capital Improvement Fund	0.00	0.00	0.00
<i>Total Capital Projects Funds</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Permanent Funds</i>			
Cemetery Perpetual Care Fund			
Contractual Services	0.00		0.00
Transfers	0.00		0.00
Total Cemetery Perpetual Care Fund	0.00	0.00	0.00
<i>Total Permanent Funds</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Proprietary Funds</i>			
<i>Water Enterprise Funds</i>			
Water Operating Fund			
Personal Services	232,575.00		232,575.00
Travel	500.00		500.00
Contractual Services	1,374,060.00		1,374,060.00
Supplies and Materials	136,325.00		136,325.00
Capital Outlay	143,644.00		143,644.00
Debt Service	0.00		0.00
Other Uses	500.00		500.00

Transfers	0.00		0.00
Total Water Operating Fund	1,887,604.00	0.00	1,887,604.00

Waterline Improvements Fund

Contractual Services	0.00		0.00
Capital Outlay	342,930.00		342,930.00
Debt Service	14,100.00		14,100.00
Other Uses	0.00		0.00
Transfers	0.00		0.00

Total Waterline Improvements Fund	357,030.00	0.00	357,030.00
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<i>Total Water Enterprise Funds</i>	<i>2,244,634.00</i>	<i>0.00</i>	<i>2,244,634.00</i>
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Sanitary Sewer Enterprise Funds

Sanitary Sewer Operating Fund

Personal Services	303,900.00		303,900.00
Travel	250.00		250.00
Contractual Services	1,171,375.00		1,171,375.00
Supplies and Materials	25,425.00		25,425.00
Capital Outlay	39,721.00		39,721.00
Other Uses	8,000.00		8,000.00
Transfers	0.00		0.00

Total Sanitary Sewer Operating Fund	1,548,671.00	0.00	1,548,671.00
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Sanitary Sewer System Debt Retirement Fund

Debt Service	41,170.00		41,170.00
Other Uses	0.00		0.00

Total Sanitary Sewer System Debt Retirement Fund	41,170.00	0.00	41,170.00
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Sanitary Sewer System Improvements Fund

Contractual Services	0.00		0.00
Capital Outlay	0.00		0.00
Debt Service	39,500.00		39,500.00
Other Uses	0.00		0.00
Transfers	0.00		0.00

Total Sanitary Sewer System Improvements Fund	39,500.00	0.00	39,500.00
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<i>Total Sanitary Sewer Enterprise Funds</i>	<i>1,629,341.00</i>	<i>0.00</i>	<i>1,629,341.00</i>
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Storm Water Enterprise Funds

Storm Water Operating Fund

Personal Services	180,925.00		180,925.00
Travel	100.00		100.00
Contractual Services	111,050.00		111,050.00
Supplies and Materials	62,150.00		62,150.00
Capital Outlay	1,817,790.00		1,817,790.00
Debt Service	7,200.00		7,200.00
Other Uses	100.00		100.00

Transfers	0.00		0.00
Total Storm Water Operating Fund	2,179,315.00	0.00	2,179,315.00
Total Storm Water Enterprise Funds	2,179,315.00	0.00	2,179,315.00
Internal Service Funds			
Health Care Self Insurance Fund			
Contractual Services	1,057,232.20		1,057,232.20
Total Health Care Self Insurance Fund	1,057,232.20	0.00	1,057,232.20
Total Internal Service Funds	1,057,232.20	0.00	1,057,232.20
Grand Total Proprietary Funds	7,110,522.20	0.00	7,110,522.20
Private Purpose Trust Funds			
Cemetery Endowment Fund			
Contractual Services	0.00		0.00
Transfers	0.00		0.00
Total Cemetery Endowments Fund	0.00	0.00	0.00
Total Private Purpose Trust Funds	0.00	0.00	0.00
Grand Totals All Funds	14,890,641.66	120,000.00	15,010,641.66

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, 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 AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT WITH MURPHY CONTRACTING CO.
FOR THE INTERIOR & EXTERIOR RENOVATIONS FOR THE POLICE
DEPARTMENT DISPATCH CENTER**

WHEREAS, the City of Canfield has determined that a renovation and expansion is needed to the Police Department Dispatch Center; and

WHEREAS, bids were received for this Project; and

WHEREAS, Council desires to proceed with this Project and award a contract.

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

Section 1: The City Manager is hereby authorized to enter into a contract with Murphy Contracting Co. for the renovation and expansion to the City of Canfield, Police Department Building pursuant to the bid proposal.

Section 2: The cost of said service shall not exceed Two-Hundred Twenty-Thousand dollars (\$220,000.00)

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

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

CITY OF CANFIELD POLICE DEPT. INTERIOR & EXTERIOR RENOVATIONS,
CANFIELD, OHIO



DENOTES LOWEST \$\$ IN COLUMN

BID DUE DATE: THURSDAY, MARCH 18, 2021 @ 2:00 PM

BID TABULATION SHEET

COMPANY NAME ADDRESS/PHONE	NUMBER OF DAYS TO COMPLETE	BASE BID	ALTERNATE #A-1	ALTERNATE #A-2	ALTERNATE #A-3	BASE BID + #A-1	BASE BID + #A-2	BASE BID + #A-3	<u>ALL COMBINED</u>	BASE BID + A-1 & A-2	BASE BID + A-2 & A-3	BASE BID + A-1 & A-3
Declan Construction 7013 Warren Sharon Rd. Brookfield, OH 44403 330-448-8467	?	\$169,000.00	\$49,000.00	\$71,000.00	\$19,500.00	\$218,000.00	\$240,000.00	\$188,500.00	<u>\$308,500.00</u>	\$289,000.00	\$259,500.00	\$237,500.00
Adolph-Johnson & Son CO. 3497 Union Street Mineral Ridge, OH 44440 330-544-8900	74	\$131,400.00	\$29,800.00	\$47,800.00	\$13,150.00	\$161,200.00	\$179,200.00	\$144,550.00	<u>\$222,150.00</u>	\$209,000.00	\$192,350.00	\$174,350.00
Brock Builders 11201 South Ave. North Lima, OH 44452 330-549-9160	120	\$147,850.00	\$23,400.00	\$73,000.00	\$21,300.00	\$171,250.00	\$220,850.00	\$169,150.00	<u>\$265,550.00</u>	\$244,250.00	\$242,150.00	\$192,550.00
Murphy Contracting 285 Andrews Ave. Youngstown, OH 44505 330-921-9796	120	\$142,800.00	\$17,800.00	\$46,500.00	\$12,900.00	\$160,600.00	\$189,300.00	\$155,700.00	<u>\$220,000.00</u>	\$207,100.00	\$202,200.00	\$173,500.00
J.Herbert Construction 1350 Pennsylvania Ave. Salem, OH 44460 330-332-9259	150	\$147,500.00	\$16,500.00	\$42,300.00	\$17,800.00	\$164,000.00	\$189,800.00	\$165,300.00	<u>\$224,100.00</u>	\$206,300.00	\$207,600.00	\$181,800.00
Milcam Inc. 5756 Warren-Sharon Rd. Brookfield, OH 44403 330-609-7505	98	\$189,000.00	\$24,900.00	\$43,300.00	\$23,300.00	\$213,900.00	\$232,300.00	\$212,300.00	<u>\$280,500.00</u>	\$257,200.00	\$255,600.00	\$237,200.00
Caliber Contracting Services, Inc. 104 E. Swissvale Ave. Pittsburgh, PA 15218 412-205-8283	90	\$164,000.00	\$55,800.00	\$74,800.00	\$12,800.00	\$219,800.00	\$238,800.00	\$176,800.00	<u>\$307,400.00</u>	\$294,600.00	\$251,600.00	\$232,600.00
Desalvo Construction CO. 1491 W. Liberty St. Hubbard, OH 44425 330-759-8145	120	\$167,000.00	\$22,000.00	\$54,000.00	\$13,000.00	\$189,000.00	\$221,000.00	\$180,000.00	<u>\$256,000.00</u>	\$243,000.00	\$234,000.00	\$202,000.00

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT WITH MS CONSULTANTS, INC. FOR A FLOOD
MITIGATION ANALYSIS STUDY IN THE HILLTOP BOULEVARD NEIGHBORHOOD

WHEREAS, the Council of the City of Canfield desires to proceed with the
investigation of existing flooding issues in the Hilltop Boulevard neighborhood.

WHEREAS, Council desires to authorize a professional services contract with
MS Consultants, Inc. of 333 Federal Street, Youngstown, Ohio 44503, Consulting Engineers for
said services.

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

Section 1: The City Manager is hereby authorized to enter into a contract with
MS Consultants Inc. for a flood mitigation analysis study in the Hilltop Boulevard neighborhood
as attached hereto as Exhibit 1.

Section 2: Cost of said services shall not exceed Ninety-Thousand Three-
Hundred nine and xx/100 (\$90,309.00)

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

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

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Exhibit 1

THIS IS AN AGREEMENT ("Agreement") effective as of _____, 2021 ("Effective Date") between the City of Canfield, 104 Lisbon Street, Canfield, Ohio 44406 ("Owner") and ms consultants, inc. 333 East Federal Street, Youngstown, Ohio 44503 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Hilltop Flood Mitigation Study**

Engineer's services under this Agreement are generally identified as follows: Utilize existing record data, GIS, and supplement with field survey to create a hydraulic model of the storm sewer system bounded by Hilltop, Talsman, East Main Street, and North Broad Street. A technical report will be prepared summarizing the results and potential solution(s).

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

4.03 Compensation

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 1. The total compensation for services under this Agreement is estimated to be \$90,309.00 based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$90,309.00
 2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved by Owner.
 3. Labor costs shall be billed at the actual hourly Direct Salary Expense (DSE) times a multiplier of 3.27 plus reimbursable expenses at cost. Labor costs for field personnel shall be billed at the actual hourly Direct Salary Expense (DSE) times a multiplier of 2.76 plus reimbursable expenses at cost. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in this Paragraph incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
- B. Compensation for Reimbursable Expenses
 1. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in this Agreement.
 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 0%.

C. Other Provisions

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 5%.
2. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.04 *Resident Project Representative*

- A. As applicable, Engineer shall be compensated for Resident Project Representative services in accordance with Exhibit C to this Agreement.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013

Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 - 1. Commercial General Liability. Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.
 - 2. Business Automobile Liability. Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.
 - 3. Workers' Compensation / Employers' Liability. Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
 - 4. Professional Liability. Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.
- B. Owner shall procure and maintain policies of property and liability insurance for the Project. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out

of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives

(and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

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

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in this Agreement.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Confidential and Proprietary Information*: Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.
- G. *Construction*: The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it
- H. *Counterparts*: This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A: Scope of Services.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

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

Owner: City of Canfield

Engineer: ms consultants, inc.

By: _____
Print name: Wade Calhoun
Title: City Manager
Date Signed: _____

By: Bill Johngrass
Print name: Bill Johngrass, P.E.
Title: VP-Environmental
Date Signed: 3/8/21

Address for Owner's receipt of notices:

City of Canfield
104 Lisbon Street
Canfield, Ohio 44503

Address for Engineer's receipt of notices:

ms consultants, inc.
333 East Federal Street
Youngstown, Ohio 44503

Designated Representative (Paragraph 8.03.A):

Wade Calhoun

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

Designated Representative (Paragraph 8.03.A):

Steve Preston, P.E.

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

EXHIBIT A

SCOPE OF SERVICES

City of Canfield Sawmill Creek & Hilltop Neighborhood Flood Mitigation Study

March 8, 2021

Project Understanding

ms consultants, inc. (ENGINEER) understands that the City of Canfield (OWNER) has witnessed historical flooding issues in the Sawmill Creek and Hilltop areas within the City of Canfield boundary. Flooding has occurred over the last several decades which more recently included an unprecedented historical storm and rainfall on May 28, 2019 that led to severe flooding and flood damage.

In an effort to understand stream impacts to the surrounding neighborhoods, Canfield requested that ms consultants, inc. perform an evaluation of the flooding issues within the Sawmill Creek area. It was initially thought, and last discussed with the City, that a downstream to upstream approach may be best: Herbert Rd. to State Route 46 with the Hilltop area to subsequently follow. To better assess what could be contributing to area flooding, ms performed a field view with the City of Canfield on October 26, 2020. A few notable findings are discussed below.

The stream headwaters initiate somewhere in the Hilltop neighborhood, cross under State Route 46 (Broad Street) via a culvert into an open wetland boarded by private residential properties. At that point the stream becomes channelized and very narrow (approximately two feet wide) and makes a 90-degree bend avoiding crossing Glenview Road. The stream then crosses under a private property access bridge to a concrete dual drainage channel where it daylights, crosses under another roadway (access to St. Michaels Church) then opens back up to a wide channel with a riparian buffer. Some residents here have mowed directly to the stream bank though at this location a floodplain does exist and sits below property and basement elevations minimizing property impacts.

Further downstream there are a variety of other culvert road crossings in addition to numerous private crossings. There are at least two locations where the sanitary sewer, encased in concrete, crosses perpendicular to the stream bank forming a check dam. Upstream and downstream pooling and bank scour were observed. Towards the downstream end on Blueberry Hill Drive, there are 4 interconnected private ponds in very close proximity to the roadway and across the road from the existing stream. At the most downstream end, near the City of Canfield boundary, at Herbert road, pieces of upstream private property structures i.e. covered wooden bridge debris was observed.

ms noted that the area walked as part of the field view is also the extents of a FEMA detailed study area as depicted in the Figure below.

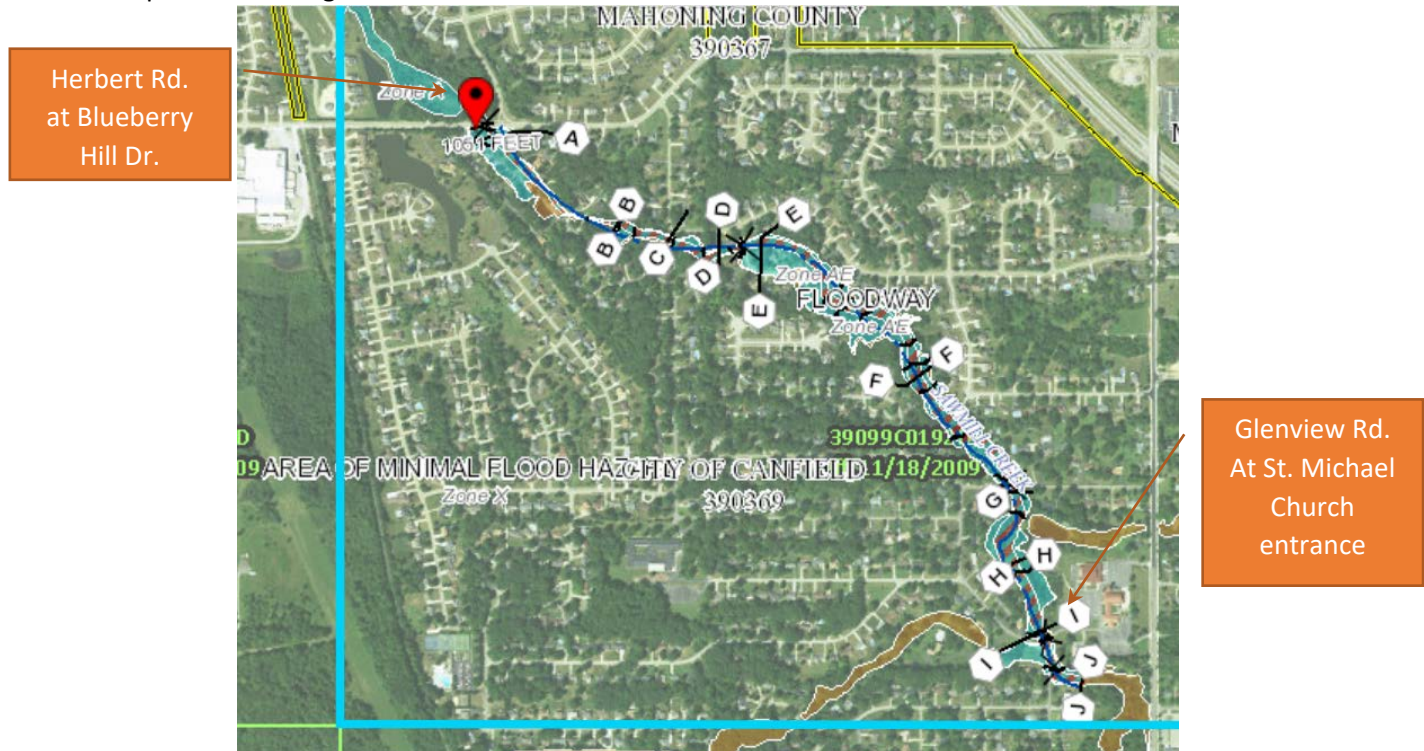


Figure 1 – Depiction of FEMA Flood Map detailed study area from Glenview Rd. near St. Michael Church entrance to Herbert Rd. at Blueberry Hill Dr.

This indicates that the area has been modeled and modeling data is available for request, review, and use for a minimal fee. Having access to this data would minimize efforts for future modeling analysis. Subsequent to the field view, ms staff reviewed FEMA Flood Insurance Study (FIS) profiles. The profiles include existing roadway culverts but not the private property crossings (bridges/culverts). FIS profiles indicate that at numerous road crossing/culverts the culverts are undersized and cannot fully pass a 10-year design storm. It is very likely that the private property crossings would yield similar results. After review of the available FEMA data, and without further detailed analysis, ms believes the solutions for Sawmill Creek will center around three concepts:

1. Stream Restoration – while effective, it could prove quite costly given the permitting and FEMA flood zoning requirements.
2. Private Property stream crossing enhancements – since the private stream crossings (bridges/culverts) are likely undersized, too low, etc. and thus potentially contributing to flooding impacts, it is advised that Canfield explore options to work with private property residents and investigate mechanisms for flooding assistance prior to more downstream detailed analysis be performed.
3. Distributed BMPs / Detention Ponds – While the use of distributed BMPs and or ponds to slow water getting to the stream and retain water when it swells up could help mitigate the flooding problems in this area, available land for installation is key. Therefore, an understanding of where

Canfield has ROW in, around, and along the stream corridor in addition to investigating the potential for additional land purchase or easements ahead of a downstream detailed study would be advised.

Based upon the information obtained and discussions with the OWNER, ms recommended to proceed with an upstream to downstream approach, focusing first on the Hilltop neighborhood. This analysis will help to ensure that any proposed solutions would not have adverse effects or impacts downstream. Once Hilltop is assessed, at a later date under separate scope, the OWNER and ms can revisit a more detailed H&H study on Sawmill Creek itself, if warranted.

For the Hilltop neighborhood assessment, ms intends to enter into an agreement to study and develop alternatives to mitigate flooding within the Hilltop neighborhood area primarily bounded by Hilltop Boulevard to the North, State Route 46 / N Broad Street to the West, Talsman Drive to the East and State Route 224 / Main Street to the South (approximately 355 total acres) as shown in the below figure.

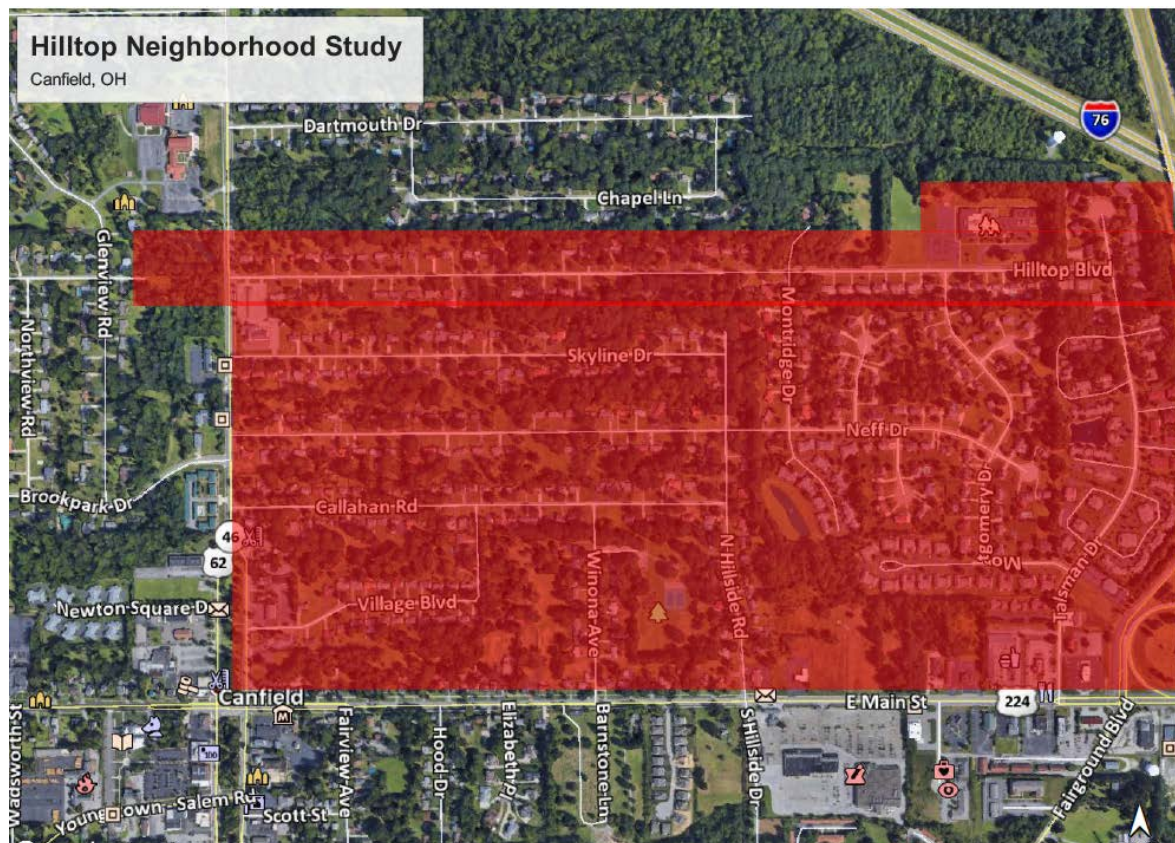


Figure 2 – Depiction of City of Canfield Hilltop Neighborhood Study area.

The proposed study is based on historic flooding issues experienced in the area before and after the May 28, 2019 major storm event.

At present time, the City of Canfield is requesting a detailed analysis be performed in order to better understand the factors contributing to the area flooding and to provide alternative solutions for flood mitigation. As part of this proposed study, the ENGINEER will analyze alternatives to mitigate flooding for

the 10-year and 25-year storm events (based on Mahoning County design criteria). The ENGINEER will verify these findings by checking them on the 100-year storm event for the study's preferred alternative.

The Scope of Services for the project consists of the following:

1. Basic Services of the ENGINEER

- A. Project Management services will include general internal and external coordination, scope, schedule, budget, risk and quality management in addition to invoicing, meeting agenda and minute preparation.
- B. The ENGINEER will conduct one (1) site visit/kickoff meeting with City staff to review the project and discuss the associated issues present within the study area.
- C. The ENGINEER will request, gather, and utilize all existing data such as GIS data, record drawings, utility records, inspection/maintenance records, reported basement backups, flood records, etc. along with previously generated calculations/drawings of storm-related projects within the study area.
- D. Data gaps will be identified by the ENGINEER for the development of the dual drainage model and alternative/s. Assumptions made to fill in the data gaps will be summarized in a Data Review Technical Memorandum.
- E. Existing inspection, maintenance, and cleaning records, if available, will be requested and reviewed in order to determine if any existing deficiencies are related to system performance and condition and/or structural or hydraulic. A subset of inlets will be checked for blockages as part of the field survey efforts.
- F. Survey data will be collected by the ENGINEER. The survey will include survey of all storm manholes, 30 total, located within the study area (approximately 355 acres). Manhole rim elevations and invert elevations of all incoming and outgoing pipes will be collected in addition to verification of flow direction, and measurement of pipe diameters. Photos will also be taken (1 downward facing North and 1 location photo). In addition to the storm manholes a subset of catch basins / inlets will also be surveyed. The survey will include grate elevation and invert elevations of the piping into and out of the inlet. Photos will also be taken (1 downward facing North and 1 location photo) This scope includes survey of a representative subset of the sites total inlets. Data from the representative sample will then be extrapolated and applied to other inlets within the study area. ENGINEER will utilize Ohio Department of Transportation VRS/GPS network to apply a means of tying these locations to the Ohio State Plane, North Zone, coordinate grid as per NAD 83(2011).
- G. Upon reviewing all available data and conducting the site visit, the ENGINEER will develop a dual drainage H&H model to including major and minor system components using PCSWMM software. This model will simulate both surface runoff and existing stormwater conveyance/overflow system interaction. Transects will be developed every 150 feet and at major inflection points. Catch basins and inlets from City's GIS data will be used to establish the linkage between surface runoff and sub-surface sewer system. This software

will allow the ENGINEER the ability to develop watershed alternatives that will analyze the full impacts of the project on the surrounding area.

- H. The ENGINEER intends to subcontract ADS Environmental Services to perform flow monitoring and rain data collection at the site. ADS proposes to install a total of 3 area velocity meters and 1 integrated rain gauge at the project site in order to assist with calibration of the H&H model. The meters will be installed in locations to most effectively assess wet weather conditions for a period of 45 total days. One of the metering sites for consideration would be on the downstream end of the concrete box culvert that is under State Route 46. Permission from the structure owner would be required to complete install and mounting (via drilling) at this and the other 2 meter locations. The ENGINEER has included time for a structural engineer to review the mounting plan / strategy for each of the 3 metering locations. The monitoring period may need to be extended beyond 45 days in order to capture enough wet weather data and rainfall events in order to appropriately calibrate the model. The OWNER will have the ability to extend the monitoring period in 15-day extension increments beyond the initial 45 days at \$3,750 for each occurrence, which is not currently included in the fee. ADS will provide turnkey monitoring services which includes all maintenance and QA/QC. Raw and QA/QC data access will be hosted by ADS's platform. ADS will not be responsible for providing a final flow monitoring or analysis report. The ENGINEER will review and process the rain gauge data. Flow monitoring results will be compiled by the ENGINEER and shared as an addendum to the Alternatives Analysis Technical Memorandum.
- I. The ENGINEER will further evaluate the existing storm sewer for limitations and deficiencies prior to developing the proposed alternatives. The dual drainage model will be simulated for the 10-year, 25-year and 100-year design storms.
- J. The ENGINEER will explore up to three alternatives to minimize the flooding potential of the neighborhood including identifying potential stormwater storage areas, creek improvements, as well as enhancing existing storm sewer system capacity.
- K. Following evaluation of the alternatives, a report will be prepared detailing each of the alternatives. To aid in the OWNER's decision making process, pros and cons of each alternative will be analyzed. Conceptual Opinions of Probable Cost will be developed for each alternative.

2. Deliverables

Deliverables for the proposed scope of services by task include the following:

- A. Data Review Technical Memorandum
- B. Alternatives Analysis Technical Memorandum
- C. Conceptual Opinions of Probable Cost

3. Additional Services of ENGINEER

- A. Services Requiring Authorization in Advance

1. If authorized in writing by the OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraph B inclusive. These services are not included as part of Basic Services; these will be paid for by the OWNER as a negotiated extra to the proposed work.
2. Services resulting from significant changes in the general scope, extent or character of the project when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
3. Preparing to serve or serving as a consultant or witness for the OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project.
4. ENGINEER shall attend follow-up meetings as directed by the OWNER.

D. Required Additional Services

1. When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from the OWNER, additional services of the types listed in paragraph B inclusive. These services are not included as part of basic services. ENGINEER shall advise the OWNER as indicated in the Contract.
2. Services in connection with work directive changes and change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
3. Services in making revisions to program occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

3. OWNER's Responsibilities

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to ENGINEER's services for the project.
- B. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the project including previous reports and any other data relative to the project.
- C. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- D. Furnish approvals, pay for and secure all permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- E. Attend meetings and provide timely comments.

- F. Give prompt written notice to ENGINEER whenever the OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's services.
- G. Furnish, or direct ENGINEER to provide additional services as stipulated in this agreement or other services as required in a timely manner.
- H. Bear all costs incidental to compliance with the requirements of this Section 3.

4. Assumptions/Exclusions

- A. Preliminary, final design and permitting of the recommended alternative is not included as part of this scope of work.
- B. Funding procurement is not included within this scope of work.
- C. One field visit beyond the initial Site Visit is included. No other meetings or site visits are included within this scope.
- D. City of Canfield will provide all available data records including but not limited to the following: GIS data, record drawings, utility records, inspection/maintenance records, reported basement backups, flood records, etc.
- E. Traditional inspection and cleaning of the existing storm sewer system is not included in this scope of work.
- F. Manholes and catch basins / inlets will be cleaned by the City of Canfield prior to inspection, if required, otherwise the inspection may result in incomplete or inaccurate results.
- G. Survey of existing drainage swales / ditches is not included in the scope of work. Available GIS data will be used to supplement is information.
- H. The storm infrastructure (pipes, catch basins, culverts) etc. seem to be plugged with excessive debris and sediment. Modeling will assume clean pipes.

5. Period of Service

- A. The ENGINEER agrees to commence work within (10) days after written authorization to proceed. A final report will be prepared and delivered to the OWNER within six (6) months of written authorization to proceed.

Introduced by: _____

Motion No. _____

MOTION

**A MOTION TO ESTABLISH AN AD HOC
COMMITTEE OF THE COUNCIL OF THE CITY OF CANFIELD
FOR ECONOMIC DEVELOPMENT**

WHEREAS, the Council of the City of Canfield desires to establish an Ad Hoc Committee for economic development.

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

Section 1: The following functions will be performed by the ad hoc Committee:

- (i) Develop an economic program to actively recruit and foster desired new business, i.e. restaurants, entertainment, and artisan shops to the Village Green District, as well as other new business in areas in appropriate zoning districts. Active outbound efforts will be made both on a local and national basis seeking development and relocation to our community.
- (ii) Establish a website to market Canfield as a highly desirable location for business tracking vacant properties and list developable sites and publish a semi-annual magazine, sponsored by local businesses, realtors, and developers, that heralds the City's excellent services and departments, featuring not only safety (police and fire), but also public works and the superior educational system of Canfield Local Schools.
- (iii) Investigate and develop innovative funding assistance via grants, low interest loans, and all other legal state and federal programs to stimulate and attract new business and employment opportunities in the City.
- (iv) Provide a report of such recommendations to the Board on or before the second anniversary of establishment.

Section 2: The following establishes the structure of the Ad Hoc Committee:

- (i) Number of Committee Members (5): Mayor, City Manager, Council Member and Two(2) individuals (electors) appointed by Council
- (ii) Establish a meeting schedule (at least monthly)

- (iii) Compliance with applicable laws including ORD 121.22 "Sunshine Law" requirements with recognized exceptions related to business/economic development.

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 _____ 2021.

CLERK OF COUNCIL

Certification of Publication

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

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____

Motion No. _____

A MOTION MAKING APPOINTMENTS TO
AN AD HOC COMMITTEE OF THE COUNCIL OF THE
CITY OF CANFIELD FOR ECONOMIC DEVELOPMENT

WHEREAS, City Council is empowered by the Charter to appoint members to said Boards, Commissions and Committees; and

WHEREAS, Council desires to make these appointments.

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

Section 1: The following individuals are hereby appointed to fill the positions on the designated ad hoc committee for economic development as indicated:

NAME	COMMITTEE
Wade Calhoun City Manager	Ad Hoc Committee for economic development
Richard Duffett Mayor	Ad Hoc Committee for economic development
Council Member	

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

MINUTES

CANFIELD CITY COUNCIL
PUBLIC HEARING
MARCH 17, 2021-5:20 P.M.

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

An Ordinance adopting a new Subdivider's Agreement to be entered into with the City of Canfield.

Notice of this Public Hearing was advertised in the Vindicator on 2-22-2021.

MR. MORVAY: Wade could you brief us first on what it is that we're talking about here?

MR. CALHOUN: This is something that staff and Atty. Fortunato as well as the City Engineer, Steve Preston with MS Consultants, to amend the subdivider's agreement within section 1113.01 (b), it requires a subdivider's to enter into an agreement with the city in order to construct and guarantee the construction of all the required improvements that are going to be made. In going through, Appendix E, which is that subdivider's agreement, we made some changes to update it, to cover some things that weren't previously covered. What you have here is the public hearing for those changes. The first reading was done at the February 3rd council meeting and it went to the Planning & Zoning Commission on February 17th. They recommended approval of Appendix E; which is located within the reference section of our Planning & Zoning Code. Tonight is the public hearing for any and all questions/comments regarding the subdividers agreement. We'll have the first item under old business on the regular agenda is the consideration of this item to become an Ordinance. But this is the required public hearing for that specific legislation.

MR. MORVAY: Thank you. Council questions? I'll open it up to residents/citizens. I you're going to testify or ask a question, I do need to swear you in. I'll open it up to residents or citizens at this time. Hearing none, we'll adjourn the meeting.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

MINUTES

CANFIELD CITY COUNCIL **REGULAR MEETING** MARCH 17, 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.

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

Under **PRESENTATIONS & PROCLAMATIONS:**

MR. MORVAY: Wade can you give us an introduction?

MR. CALHOUN: As council remembers, a year and a half ago we began an initiative through RCAP, the Rural Community Assistance Program and GIS Mapping of all our infrastructure, water, water lines, sanitary sewer lines, storm water lines, water valves, fire hydrants, anything that our public works guys would have to go out in the field and find we've been doing the GIS Mapping System through RCAP. Dave Garretson with RCAP is going to show what that system looks like, how it works, the different layers for council and the public to see sort of what the culmination of the work that our guys have done with RCAP over the last year and a half, in getting all of our lines mapped, water valve, so now by virtue of an iPad in the field, we can find an identify lines, waterlines, and manholes. Eventually you can scale up and add directional flows, for sanitary and storm water. Part of the Asset Management System requirement of the EPA, this probably is the Asset Management System. We'll be able to build into each of the data points when the last time a fire hydrant was exercised, the depth of sanitary sewer, all the things that you want to have at your disposal for your department to do any and everything in the city. This will allow us to now do that very quickly, identify a number of things in the city, not just infrastructure but eventually you can scale up, street lights, road signs, cemeteries, the possibilities are sort of endless on how involved we want to get with GIS. Dave Garretson with RCAP will walk us through and give brief highlights of the system and demonstrate a little bit for everybody.

MR. MORVAY: Dave before you get started, if anybody would like to move up here, move your chairs up here to see his presentation, you're more than welcome to.

DAVE GARRETSON: Like Wade said, we've been working with the city for about the last year collecting assets. The main point of the project was to get all the infrastructure out in the field and into a digital format. What we did was we've taken most of the building plans for the utility system, we've scanned all that stuff, and we have that as reference. Basically what we do is, we ask the utility staff to go out to locate everything with either flags or paint. That way we

can go out and collect it. We had the utility staff to go out with us to answer any questions while we're out in the field. We collect those assets and bring that back to the office and I build the infrastructure for that. So, water lines, sewer lines, storm lines, stuff like that. We use the existing stuff as reference and then I meet with John and his guys about a couple of times, go over the locations and redraw main lines based on information that they know of. Anything that changes out in the field, let's say a plan set was pretty good, drawn in according to that. If they go out and excavate and they see that it's actually something different, we have the ability to go in and modify that. It's actually matching what's in the field. That's the biggest thing for us. It's not to give you a map and say here you go, have a nice day. What we like to do is, work with your staff so that way your system that's digital represents what's in the field, not what somebody has necessarily produced in the past. We all know that those maps may not be as accurate as what we'd hope they'd be. So, we go from out in the field, all the data collection, GPS Locate and all that fun stuff. Then what I do is, I come back to the office and then I start developing the infrastructure. The guys really have the ability to get in the system either before some work or during, go out in the field and be able to look at those assets on their phone or tablet and then from there, if they get out there and let's say the plan said it was an 8 inch line and they get out there, they say, no, that's 6 inch. They have the ability right away to update that information. The material, diameter, any of that information can be changed right away. Basically throughout the system representative of valve would be a circle with a black line. So, the guy can go out, right now, there is not a ton of information in there, we're still building that in there but we collect whatever we can from the field. The street name, address, surface location, if there is any damage associated with the asset out in the field. So, if the lid is cracked, if it's missing, we record that information and pass that along to your guys, so that way they can..... Clean-out valves, curb boxes, whatever they need to do to keep stuff up to par. So, we have our lines in here and then like Wade was saying, you have the ability for some asset management as well. On the inventory side, what I've done is, I've taken the EPA cupss model that they had for asset management, built that into the GIS, so that way my communities can actually go through and start putting in the estimated useful life, install date, how much stuff cost, expected useful life, remaining useful life. They are able to get into the ranking, as far as when the asset should be replaced. Then we go into consequence of failure, probability of failure field. So, depending on depth, proximity to water, lake, river or something along those lines, depending on the asset. All these different categories. Basically you can assign a number to that and based on these numbers will determine the risk. Then you're able to rank based on the risk on prioritizing what you want to replace of the system over time. So, not only do you have the map, that's great, but the guys that aren't familiar with the system, this really brings them up a lot faster, have a map in their hand, rather than going back and forth between multiple paper maps, everything they have is right in the palm of their hand. With that, not only assets but maintenance. So, if there is a line break out in the field, they have the ability to put a line break out there, record the information about that break, it follows EPA criteria currently for the incident type 1, 2,3,4 based on severity of the break. I have that entered as well, so they can keep track of breaks over time. If they get into a situation where they've had a ton of breaks on this line, John, Wade or whomever would be able to come in here and pull the map up and show you guys, we've had 15 breaks on this cast iron main and it's now stainless steel would it be alright to replace this or how can we get funds to replace this. It's a

very powerful tool for them to communicate with you and see it visually based on the data that's been recorded out in the field, so that way, appropriate savings can be made. To continue with EPA requirements, water is always the big thing. Exercising hydrant flushing and stuff like that, so they want that information recorded rather than us doing it all on paper, we built in, I call them inspection tables but it's tables associated with each feature that whenever they go out and exercise a valve, they'll be able to record that digitally in the system. From here, John, what he has the ability to do is pull up a (inaudible) table of everything we've collected that exists out here. Let's say they were flushing some hydrants, I know right now that's blank because that's something we're going to try to get some of this stuff in the system recorded. Once this information gets put in here, John has the ability to print out an Excel spreadsheet. That way, if they need to go to the EPA, hey, we want to see how many hydrants you guys flushed this year. John can just run a list. Rather than pulling out a paper and we got, 1,2,3,4, etc. hydrants we flushed so far this year. The EPA is much happier, most of the time with a print out, rather than a stack of papers. You can also do that with the valve exercising as well. I have tables built into the valve exercising. I have some jetting tables for sanitary. Basically, if there is any type of maintenance table or inspection information that they want to gain from the field, I can build that into the system for them and then that will always be associated with (inaudible).

MR. MORVAY: Dave, Mr. Tieche has a question.

MR. TIECHE: Is this for our distribution and collection system so that if we are, it's the City of Canfield's system, so if we're outside the city limits and we're providing service, we're still covering that, like at the Fairgrounds?

MR. GARRETSON: Yes.

MR. TIECHE: Okay, thank you.

MR. GARRETSON: Even like the schools, you guys don't necessarily maintain, other than the line going up to, but we did locate the hydrants, build the hydrants into the system. Then what we do is actually, I'll identify that stuff as private, but the main thing for me is the staff knows where it's at least, if we start having water problems or anything like that, then they're aware, okay, the school is not ours but we do have water mains around there. I identify that stuff as private or owned by another agency. That way whenever you guys go into an assessment management program, it doesn't take that stuff into consideration for your assets as far as replacement costs and things like that.

MR. TIECHE: That would be the same thing in a condominium association; we're not the owner of that asset.

MR. GARRETSON: Yes. That would just depend on whatever you guys want it to collect. A lot of times what we do is we'll collect up to where the city, let's say it's a valve or even a meter pit going into, like the Fairgrounds. A meter pit going into there, depending on how far you guys

want to draw it in, we'll take it up to the meter pit and then we may put a stub out there showing that it goes into there. But after that point you guys are no longer responsible.

MR. TIECHE: Thank you.

MR. GARRETSON: You guys can just yell at me if you have questions. You have storm water in here as well. You know the guys have the ability to turn everything off except for storm water. If they want to look at that, I have all the catch basins, manholes and then what I call culvert points. It basically cuts through goes across a couple of yards and pops back out. I don't have my guys record individual culvert points but when they stretch a few driveways, I do then, because at that point I consider it to be storm drain, just for the linear distance of it. All the discharge points are in here and then get the sanitary stuff on here as well and we can back out and see everything. You actually have the ability to print a map. If John wanted to, even though they all have access through their phones, tablets or whatever, he still has the ability to print a map. If he just wanted a map of let's say, that intersection right there. We can just go ahead and hit print and what it's going to do is it's going to print him off a map and then he can pass that along. I don't necessarily want to take up more time. I will go over whatever you all would like but I know you're on a time crunch. Any questions? Anything you guys would like me to go over that maybe I missed?

MR. MORVAY: This is a lot more extensive than I thought.

MR. GARRETSON: Yes, I could sit here all night.

MR. MORVAY: And it's evolving.

MR. GARRETSON: Yes. That's the best thing. With GIS, it's not. CAD is great for design purposes but for building, sustainability and longevity, it's going to be the GIS that provides that. The guys have the ability to go in and edit information, keep it up to date. Like John and Wade were saying, cemetery signs, street lights. Whatever you want to build into the system you could over time. But you start small and kind of grow from there because if you bite off more than you can chew, a lot of times it's overwhelming and then a lot of times people just fizzle out. This is my 10th year with RCAP. I work with a lot of smaller (inaudible) well we can just go ahead and do it. What happens is they never actually end up doing it. It's too much work. You don't realize. Just locating assets on your own is a great deal of work.

MR. NEFF: Is RCAP a public or private?

MR. GARRETSON: Non-profit.

MR. NEFF: Where is headquarters?

MR. GARRETSON: Headquarters is in Freemont, Ohio. My office is in Brimfield, just right off of St. Rt. 76, interstate 76 and state route 43. We're actually a national non-profit. There are six

regions across the United States, the Great Lakes, so Ohio, Michigan, Wisconsin, Indiana, Illinois Kentucky and West Virginia is actually our region. I work in Ohio, Michigan, Wisconsin and Illinois.

MR. NEFF: Is there any expense to the city?

MR. GARRETSON: There is a grant. For myself, I don't get into the financials. We were able to obtain a grant and then I think there is some payment that I think you guys have.

MR. CALHOUN: I think all totaled for the 3 infrastructure systems, \$41,000-\$42,000.

MR. GARRETSON: For the amount of work that we do, the quality of the work, it was a great expense (inaudible).

MR. CALHOUN: I think the grant was \$22,000. It was almost half the cost.

MR. GARRETSON: Basically what happens over time, once the grant runs out, my time is done of course, but we have programs where communities can join, it's a cooperative service. We basically provide the same set-up, so to speak as through the grant. So, maintaining data, if you guys were to put in a new water main, we'd come out, locate all the assets, build that in here, train any new staff, or whenever John needs training. Ultimately with GIS you have a few options: 1. You let it die. We do have some communities that do that, very few, but there are a few. 2. You can go at it yourself. 3. You can contract somebody else to help you maintain it. For yourselves, you'd have somebody that can do it and then have the ability to use it. Not just I.T. but somebody with informational background and can run the GIS, proper procedure and stuff like that.

MR. TIECHE: Are you putting information into the system, let's say for example, a fire hydrant, such as, the size of the steamer connection, the 2 ½? Are they Canfield standard thread versus City of Youngstown standard thread?

MR. GARRETSON: That part of the information, I'm not really sure, if it's down to the exact.....

MR. TIECHE: Main valves, information as to, do they open right or open left?

MR. GARRETSON: Let me open this table for you here real quick. We have a facility identifier and that's something John and I are going to work on and that is something that has to be filled out before they do the digital valve exercise.

MR. TIECHE: I can probably get that information from John. I see him shaking his head. He's already thought about the question.

MR. GARRETSON: As far as hydrants we record the manufacturer, the date stamped on the hydrant, the barrel size, the number of fittings, 2, 2 ½ and 4 ½. Model if we can find it. That's

kind of where we stop from our field stuff. Any additional stuff would come from the staff. Left or right opening, all that fun stuff. It has in there when they flush, how long they flush for, estimated gallons used, that way you can look at your water loss over time. Okay, we flushed this amount of time and we've used this amount of water, doing this, so that kind of makes sense with our water loss that we had. There is quite a bit of information in there. Usually there are 20 fields of information that can be filled out. Who owns it, which way it turns, if it's currently open, closed, operable, etc.

MR. MORVAY: Wade, this seems like it would be useful information for the Fire District as well. Are they privy to this?

MR. CALHOUN: Yes, they could be. I think they may utilize the GIS specific, I think to the hydrants. It's really at our control who has access to the system. I believe it's internet based, so a user name and password and you've got the access.

MR. GARRETSON: You have to have access, so they want name of users.

PUBLIC WORKS SUPERINTENDENT: We do have to be careful about giving this stuff out. We don't want every average person knowing everything about our system. That's kind of a security thing. I will tell you that I do give the fire department any hydrants in our system. When I first started here, we did the first hydrant flushing program; I gave them all the information and the flows of all the hydrants for their ISO Report. I will continue to do that every year. It was all by hand last time. Now, I can start running off a report.

MR. GARRETSON: I can make them a map and send it to them. That way they can send it out. I know that will help the insurance rate. That's a service, anytime, maps, insurance rates; I can produce those and send those out. Like John said, it is password protected sensitive data, so generally the city staff gets the password. Let's say if you guys did want a public viewer to where the public can go in and look at stuff, I know what you're thinking. We can restrict stuff. It could just be online. It could just be information. You could provide something to the public but you don't necessarily have to. You can look at the City of Columbiana or the City of Steubenville, they have public viewers that I've built for them. You can get an idea. It's on their city webpage.

MR. TIECHE: I'm going to presume that this information, if it's online, it's view only and nobody has the ability to go in and modify information that's there.

MR. GARRETSON: I have a non-editor password and an editor password. So, John and Tony have access to the editing stuff. The other guys are viewers. They can look at it and click on stuff, but they can't actually edit anything. I do have it set up where they could put a (inaudible) in there. So, if they had something that they found they could put a note in there. Put some information and then John can look at it. It's not in the system; it kind of sits in there and doesn't affect the actual utility data.

MR. MORVAY: John, this seems like it's a very valuable tool.

PUBLIC WORKS SUPERINTENDENT: We're very impressed with it. The sky is the limit with this stuff.

MR. TIECHE: Gentlemen, if you've ever needed the information and you had to go look for it, you'd appreciate this.

PUBLIC WORKS SUPERINTENDENT: Being a working document, it's never going to die. We're going to be adding things. Things that we don't know, that we're going to find that we can add in there. New developments, everything. It's not like the old paper map, throw it in the cardboard box, it's all going to be right at your fingertips.

MR. GARRETSON: There are 825 manholes. If you want to know how many hydrants, it's just a click. The square footage of the main, it's just a click.

MR. MORVAY: Like Dave said, some of these communities let this die and I don't think that's what we want to do.

MR. GARRETSON: A very small number but I don't beg them. I don't beg for business. If they want it we will provide. If not, that's perfectly fine as well.

MR. TIECHE: On the water side, the EPA is going to keep on top of us to make sure that our asset management situation is up to date all the time, we're going to have our arm twisted pretty heavily.

MR. GARRETSON: Anytime you guys want money or anything like that, they're going to want to look at your asset management program.

MR. MORVAY: Dave, thank you very much.

MR. GARRETSON: I appreciate it. Thank you for your time tonight.

MR. DUFFETT: Nice job.

MR. MORVAY: We'll go back to the agenda.

Under **MINUTES**, the Minutes of the Public Hearing on March 3, 2021 were approved as presented. The Minutes of the Regular Meeting on March 3, 2021 were approved as presented. The Charter Review Work Session on March 3, 2021 were approved as presented. The Minutes of the Council/CRA/School Board Work Session on February 24, 2021 were approved as presented. The Minutes of the Budget Meeting on February 26, 2021 were approved as presented.

Under **READING OF COMMUNICATIONS:**

MR. TIECHE: I have none.

MR. NEFF: I have none.

MR. DUFFETT: I have none.

MR. NACARATO: I have none.

MR. MORVAY: I have a couple. I was in the Cardinal Nest meeting this afternoon. This is a program that was started by Jenny Beil, she is a teacher at the school. She came up with this idea of an outdoor classroom. Apparently, we had sort of an outdoor classroom with some benches and landscaping and this is up at Hilltop. But there is some acreage there that this could be expanded. All the teachers got behind it. They've been doing a little bit more clearing and making paths, a couple bridges. Baird Brothers has supported the project. Rotary has supported the project. Lions have supported the project. They laid out a real elaborate plan this evening about how they would like to grow this outdoor classroom. Also, they went into a lot of the benefits for the children that come out of this. I thought it was a really worthwhile project. They're going to do it in zones. It's just in its infancy right now. As far as fundraising goes, they're just accepting donations right now but they'll probably have some kind of a fundraiser. I'm going to go to Rotary and see if maybe we'll support it a little bit more. It will be an evolving project as well and be perpetual. So, maybe there will be naming rights for pavilions or benches or whatever classrooms they have outside. But more to come on this. There are a lot of benefits that they see in bringing the children outside and teaching them. So, I agreed to be behind it. If anybody would like to make donations currently, you make out a check to the Canfield Local Schools and in the memo section you write Cardinal Nest. Then get it to either the Superintendent or Patti Prince the Treasurer, or Jenny Beil. Her email is jbeil@canfieldschools.net. Again, more information to come. These committees are just in their infancy's right now. We have another meeting scheduled for April. They're looking at opening it up to not only a school event but also they can have social events there. Again, the teachers are behind it, they've gotten behind Jenny and they have some data that shows the learning process outside and the attention they get when they bring the kids outside. More to come on it. I think it's a worthwhile project. More information to be had by Jenny Beil, Canfield Schools.net. That's all I have for communications.

MR. CALHOUN: First, Happy St. Patrick's Day to everybody. Annual tradition in the City of Canfield, Spike McLaughlin, former Canfield Mayor of Canfield's family always delivers donuts to city hall, city police department and staff on St. Patrick's Day. So, we've got what's left of them here. Anybody is more than welcome to a donut courtesy of the Spike McLaughlin Family. Our annual brush pick-up is set to begin the week of April 18th and will run for 4 weeks through the week of May 9th. We've posted to the City website what that schedule is. There is map that breaks up the city by zones. Each week Hackett's Tree Service will be picking up brush within that zone. One thing to note, this is the 3rd year of a 3 year contract with Hackett's Tree Service.

We bid that service out previously in 2018. We'll probably start looking at doing a similar thing in 2022.

MR. TIECHE: Is this going to be picked up like it normally has been. If you're scheduled for the week of April 18th, you ought to have it out on Saturday, Sunday because once they start; they're not going to come back?

MR. CALHOUN: Correct. Residents are encouraged in their week, that's the week that Hackett starts on Monday morning, to get it out to the curb on Sunday evening. We've had those one off instances where somebody does get missed. Between Hackett and our Public Works Department we've done a good job of catching those one-offs. Everybody is encouraged to know their week, get it out there ahead of time because if they come by on Monday morning, they may or may not be able to get back through that zone. It all depends on the workload. There are specifications obviously; it must be cut into certain lengths. We don't want people cutting down trees and then throwing the entire tree at the curb. That's unable to be picked up by the tree service or our Public Works Department.

Council should have all received an email I forwarded regarding concerns from the Charleston Court residents on a vacant lot that's currently in the process of being developed. They sent a written letter to some members of council, I received one, as well as Mike Cook the Zoning Inspector. For the most part there is a lot of rumor on what the homeowner is doing with the property. How they're building? What they need to get? In terms of potential adjustments. He will have to submit plans. It will come through the process as any normal build does in the City of Canfield. It's just something to be aware of. As we go through the process, those residents, I'm sure will continue to raise their concerns. Mostly around the creek that runs through the property currently. With building a new home, they're obviously worried about the flooding and the impact that the new home will have on the storm sewers.

MR. TIECHE: Has MS taken a look at that situation in the backyard? Do you know what the potential ramifications are one way or the other?

MR. CALHOUN: In terms of how much water the house could potentially put into the stream?

MR. TIECHE: Or what the building may do. Does it restrict the flow line in any way?

MR. CALHOUN: No. This would be at the back of the property. Right now, I don't think he's proposing to do anything to build close to the stream. I know that Mike's been in correspondence with the potential home builder. Per our Subdivision Regulations or per our building code, certain soils require certain footers for basement pours. Again, land in the Stonebridge Development is known to have very shift soil. So, there are specific requirements on foundations or make sure the house doesn't fall in on itself. The homeowner is concerned with that as well.

MR. TIECHE: It sounded like some of their neighbors' concerns were that if you build a house there, it's going to raise the land, maybe create a flooding situation in the neighbor's backyards and that kind of thing.

MR. CALHOUN: That's all the things, I think, when he comes through the process, one of the requirements is having an engineer confirm the slopes, how much potential runoff, drainage will be flowing through the property and into the creek. All that information, I think a lot of the questions right now are unknown, unanswered, so of course there are a lot of rumors floating around.

MR. TIECHE: Okay, thank you.

MR. CALHOUN: The city received word earlier this week from Senator Sherrod Brown's Office regarding the federal government's 1.9 trillion dollar American Rescue Package. There is allocations to local municipalities, state agencies, the early indication spreadsheet that we have, shows the City of Canfield to receive 1.4 million dollars, in that American Rescue Package. Christine is probably going to be on numerous conference calls over the next weeks to see what the parameters are: When we can spend it? What we can spend it on? With it being new legislation and obviously COVID related there are ever-changing rules on a weekly basis. We want to make sure that we're in the clear when we do get that allocation, if there is anything we have to do to get that allocation or once we get the allocation what are the parameters surrounding the expenditure of those funds.

The last thing, just as a follow-up, wrap-up to our council work session discussions that we've had over the Charter Review over the last two council meetings, to sort of bring resolution to the matter and provide clarity. I would ask for communication from Council. We all in agreement with the Council/Manager form of government as it's delineated, defined and codified in our city charter?

No Council Member indicated that they we're not in agreement with the Council/Manager form of government.

MR. CALHOUN: For my professional and personal liability and to put my family at ease, as well as for me to continue to honor my ICMA Code of Ethics, is there any intent to encroach on professional responsibilities of the city manager form of government, as outlined in the City of Canfield Charter?

No Council Member indicated that they had any intent to encroach on the responsibilities of the city manager form of government.

MR. CALHOUN: Is there any intent by any member of this council to change the Canfield form of government?

No Council Member indicated that there was any intent to change the Canfield form of government.

MR. CALHOUN: Overwhelmingly, right. Thank you. That's all I have.

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

MR. TIECHE: I have no report this evening. Our Park Board meeting was at the first of the month.

MR. NEFF: We had Planning & Zoning. There were 3 issues. I'm going to let Mike go over that. If that's okay, Mike?

MR. DUFFETT: I have the Mayor's Court Report. Gross collections \$ 4,527.07. Total payouts \$395.00. Net collections to the city \$4,132.07.

MR. NACARATO: I have nothing.

MR. MORVAY: As far as the Fire District goes, I'm going to let Wade talk about this a little later but I do think we finally have an agreement on the dispatch and also the lease agreement. That's all I have.

PUBLIC WORKS SUPERINTENDENT: Good evening. Public Works continues on the meter replacements. We're nearing the end of that allotment for the meter installs. There is only a handful left. We have been working on, as Dave alluded to in his presentation, we have missing points for RCAP, we continue to go out and look for anything that took us longer than 15 or so minutes per resident. We're going back around to try and find the other ones that were a little more difficult. We continue to repair some drainage and catch basins through the city. We made a couple service line repairs to some residents. Camera some sanitary sewer that we had some issues with to try and maintain our line and make sure that there was nothing inside our line obstructing the line. The Pickle Balls are up and running. We've been seeing people playing almost every day.

CHIEF OF POLICE: Thank you. To give a dispatch update, tomorrow is the bid opening for the remodeling of the dispatch center that's at 2:00 P.M. Everything is inline in progress, one of the concerns I have is with the increase in the lumber prices, increase in a lot of things, as a result of COVID. I'll be curious to see how that impacts us. Our project is a relatively small project. But nonetheless, finding out the cost of lumber and materials, I was shocked where that has gone over the last several months. Typically the gauge is a sheet of OSB, that's a good gauge; it's hitting \$30.00 a sheet. Any construction is going to be impacted by this. So, we'll be watching. But we have a number where we need to be at. We'll monitor and keep you up to date on that. But otherwise, the radio, the cabinetry, everything is in progress or on pace to

work. Our dispatch center is going to be moved into our conference room. It was strategically thought out. We will not lose service here. As everybody knows, we do have fail-over 911's. We do have fail-over emergency call systems in place. Everything is planned for it to be a seamless transition. Still, as I reported last time, just as I walked over here today we had another fraud complaint come in. The Worker's Comp. fraud complaint. These have not stopped. I don't see it in the future. A lot of people are getting fraud text. Anything that seems too good to be true is probably not true. Any member of the community can contact us at any time. We'll send a police officer over. They can come to the police department and we'll review it. It hurts to see a lot of our residents, people that don't have too many people to bounce things off of, get scammed and lose their hard earned money, if it's \$500.00 we seen somebody wire \$7,000 to a country way south. There are actually some new Attorney General Fraud Courses that are getting put on that our detectives are involved in. We'll do everything we can to keep you updated as a community. That's all I have.

FINANCE DIRECTOR: The February Check Register and Cash Basis Fund Summary through February were posted to the website this afternoon. I've been working on preparing the final budget for '21. Was Wade said, the Ohio Municipal League is sponsoring a meeting tomorrow afternoon that I'm going to participate in discussing the American Rescue Plan, what the cities have been allocated and issues with that.

ZONING INSPECTOR: For the month of March we issued 9 permits for a total valuation of \$123,349.00. At Planning & Zoning last week, we approved a conditional use permit for commercial recreation, a dance studio, Epic Dance Studio moving from 64 Cardinal up to Manor Hill. He's hoping to have that building constructed by December. We also approved a rear yard setback on Lake Wobegon Dr. for two lots over there to 40 ft. Fairway Ford, their building is being delivered on Friday, the footers are in and they're working on getting the floor in. The Evergreen Motel, the front building has been remodeled. They have a new face on it, siding, shingles, it really looks nice. Ed Reese's property on North Broad, they started cutting trees down today. If you get any calls, they're starting that process up there. At 369 East Main Street, the building that is burnt on the corner, it's being shopped around as commercial property. It's not zoned commercial. It's zoned R-1. I've been telling everybody it's zoned R-1. They can apply for a B-3 zone change if they would like. It's more or less the stopping point on Hillside is where B-3 district stops, I keep telling everybody. Also, a PUD is being shopped down there. There are a couple of things going on at that property. That's all I have.

CLERK: The Civil Service Commission administered the Patrol Officer Exam on March 10th. There were 14 applicants, 13 of those were in attendance to take the test. Everyone passed the test. Those individuals move on to the physical assessment part of the test.

MR. CALHOUN: As you mentioned Council President Morvay, the Cardinal Joint Fire District conversations around the dispatch agreement, we actually had a meeting with representatives this afternoon. We are close to a final agreement. We've got some numbers to plug in to the agreement to share with the Fire District tomorrow. That should be on the Fire District Agenda on Monday evening for consideration, along with the dispatch agreement that we are going to

take action on tonight. It's three years in the making and we finally got there. I think the breath of fresh air of, Mr. Rich Russo being the Chairperson of the Fire Board, he's our city representative, has made a world of difference in making progress on both of these agreements. So, I think, I said it to him today, if you can pass that along to the district, it's been a much easier process with Rich onboard and having that knowledge as being a former firefighter himself and really use that and apply it to the board, has really helped move this along.

The Utility Workers Union of America Fact Finding Hearing was held on Tuesday morning between the City of Canfield and the Utility Workers Union of America, for the proposed collective bargaining agreement for the Public Works Laborer position. The Fact Finder will issue his recommendations on April 15th. Per statutory requirements, once the Fact Finders Report is issued, both parties must take action within 7 days. He is issuing it on the 15th, we'll be able to get that on a Council Agenda Package on Friday, the 16th, to be on the Agenda on April 21st. That way we don't have to have a special meeting just for the consideration of that Fact Finder Report, either to accept or reject the fact finder's recommendations, as part of the negotiations that we've been going through since the beginning part of 2020 for the initial contract for the Public Works Laborer.

The CRA Housing Council met last night to (1) Consider our first remodel application to the CRA Tax Abatement Program. It was approved. We're working with the homeowner now to get the required documents that the Mahoning County Auditor's Office, all the things they need to do their piece, reappraise it obviously and then whatever that increased value that was done through the remodel will then be part of the abatement, the 10 year, 100% abatement for that increased value. This is sort of our test case with our new CRA Program. So, Patty and I, both are going to learn the process, the steps, so when we begin to get more applications, I believe the homeowner, the business owner, Epic Dance Studio, called and left me a message about some of the parameters about potentially getting a CRA Tax Abatement for that business. Hopefully we continue to get more interest, more applications for the CRA, that was the intent, the economic development tool to reinvigorate new interest, remodel interest in the City of Canfield.

The one thing that I would need direction from Council on, our next scheduled joint work session with the Canfield Local School Board, the CRA Housing and Members of Council the last joint work session we had was all of the members of each governing body. The school has chosen 2 members to represent their position, viewpoints on the CRA regarding the new residential construction tax abatement. The CRA Housing Council has 7 members so; they can name 3 to attend that work session. They took that action. They appointed 3 members to attend that meeting. Really now it's up to Council. If all of Council wants to attend the CRA Work Session we can do that. If you want to designate 2 members we can do that as well. The reason why everybody needs to designate that we're doing all members or certain members. If we did that the last time we had to advertise the public meeting for the City Council, the CRA Housing Council. Likewise, the school had to advertise the meeting of their school board. It's mostly for the sake of efficiency, not having to advertise the public meetings and get a smaller

group, pointed conversations. The last meeting, we left the work session; we were all going to come away and brainstorm some different ideas that could potentially get a program for new residential construction up and running. I think there is value in the CRA Housing Council. Last night there was a lot of good discussion, good ideas, and strategy in terms of what they would propose or like to see. I know the school will probably come with some ideas, as well as Council. I believe that meeting is tentatively scheduled for March 24th; which would be a week from today at 5:30 P.M. It's up to Council at this point if every member wants to attend or if you want to designate 2 members.

MR. MORVAY: So, I spoke to Wade earlier today and my recommendation was to make it a public meeting. I thought that Council should be there. But you guys need to chime in.

MR. DUFFETT: I received a call from 2 board members that I sent an email out to fellow Councilmen, since we had a public meeting earlier, their position was they would like to go just 2 representatives, as the City Manager said, I think that's good enough for me. That's my input. Do we have to have another public meeting is the question.

MR. MORVAY: If more than 2 of us are there, we have to have a public meeting. I think myself; I would want to be there. I don't know.

MR. DUFFETT: I know I would want to be there.

MR. MORVAY: That's two.

MR. NACARATO: I stated in an earlier email when we discussed it, I can go either way, I can make myself available, if that's what we decide. But if I were to choose and just do two, I would think it would be the President of Council and the Mayor of the City. I'm indifferent either way. It doesn't matter to me. I can make myself available if need be.

MR. TIECHE: I will go along with what Council wants to do. My opinion is that we have all members of Council there and we're having input that everybody on City Council hears first-hand the information that's being discussed as opposed to pass on information. But I can support either way. If we're going to have 2 and the President of Council and the Mayor are selected, I'll go along with that.

MR. NEFF: I'm fine with 2 members. I know you're not supposed to make up your mind until you hear all the facts but I think, it wouldn't be advisable to go into abatement right off the bat. I've already stated in my email that I'll be voting against it. I'll be happy with you 2 representing Council.

MR. TIECHE: Anything that comes out of this meeting has to come back to City Council first for approval anyway.

MR. CALHOUN: Right. The CRA Tax Abatement Program is dictating (inaudible) by city council. This is the purpose of having the joint work session is to make sure that we have the appropriate discussions with all affected entities of any sort of CRA Program.

MR. TIECHE: Am I correct that for us to create the tax abatement, if the school doesn't approve it the maximum we can set it for is 50%. Is that correct?

ATTY. FORTUNATO: That's for business and commercial only. We can go up to 100% on residential.

MR. TIECHE: Oh, okay. I did not understand that.

MR. DUFFETT: Mark, without the schools consent we can go 100%?

ATTY. FORTUNATO: On business and commercial in excess of 50%. I had a conversation with the school boards counsel on this issue earlier in the week. The statute is silent on requiring school board approval as to residential abatement. The statute does require 50% any abatement beyond 50% for commercial and business to be approved by the school board. But it's completely silent on the residential requirement. You could go up to 100% but as I assured the Counsel of the school board, in my opinion, city council intent is never go beyond 50% on residential. That's always been a cap that we've talked about. You can do whatever you want to do but to date that's what I've heard. At least Counsel for the school board and I are on the same page at this point.

MR. TIECHE: Part of the discussion at our last meeting was, Columbiana is doing thus and so, Columbiana is 100%. Some of the discussion was, are we in competition with Columbiana for housing and therefore do we need to consider that in the mix. I'm not making up my mind yet. I'm just saying that's sort of something that has to be taken into consideration. Are we in competition?

MR. MORVAY: We have a consensus that it will be Mayor Duffett and President of Council. Who did I leave out? Oh, Counselor.

MR. CALHOUN: That's all I have.

MR. MORVAY: Who did I leave out? Oh, counsel.

ATTY. FORTUNATO: Wade covered anything I would have spoken about. I'll just say no additional report.

MR. MORVAY: I'll ask council first if there are any questions you have about these specific reports?

MR. TIECHE: Mike, with regard to the backyard variance, does that affect two lots?

MR. COOK: Two lots.

MR. TIECHE: Are these the lots on Lake Wobegon all the way to last cul-de-sac?

MR. COOK: Last Cul-de-sac, yes.

MR. TIECHE: But what are the two lots that are affected? The one in Lake Wobegon and.....

MR. COOK: The one on Lake Wobegon had a replat at the last meeting. Once he replats it, it will be two lots.

MR. TIECHE: Okay. I guess the question was, if knew you had, could you have replatted in some fashion that you didn't have to adjust the backyards?

MR. COOK: No. The drawing he brought in, the way the cul-de-sac is, the way it curves over there, it pushed the house back farther. The other lot has a 25 ft. sideyard setback. Part of the cul-de-sac pushes the house back further in the back on both lots. There is a road going back to the Vernal property.

MR. TIECHE: That's the one that loops around the other way.

MR. COOK: Yes.

MR. TIECHE: I guess that's what I'm thinking.

MR. COOK: That's why it caught both lots.

MR. TIECHE: Okay. So, it's one lot in this phase and the other one in the Vernal property, is that right?

MR. COOK: No, they're both in this phase.

MR. TIECHE: Oh, okay.

MR. COOK: But the lot next to the Vernal Property was also affected. That's why we replatted.

MR. NEFF: Chief Colucci, is the bid opening, did you say, Friday?

CHIEF COLUCCI: Tomorrow.

MR. CALHOUN: Tomorrow at 2:00 P.M., I believe.

MR. NEFF: Is it public?

COLLECTIVELY: Yes.

MR. NEFF: Thank you.

CHIEF COLUCCI: I believe we're doing it in here.

MR. CALHOUN: Yes, in the council room.

CHIEF COLUCCI: There were quite a few people that toured and at the pre-bid meeting. More contractors than we had when we did our addition.

Under Public Questions from Residents to the above referenced reports.

JANE BOUCHERLE: Jane Boucherle, 28 Neff Drive. On the Brush Pick-Up. I don't know if you get the contract again, if you could consider rotating the sections of the city. The reason I ask is, it seems like we're always at the beginning and we could never get in and do anything because it's pouring down rain in April, so we never get to get to our brush. That's all. It's just a suggestion.

MR. CALHOUN: Good suggestion.

PUBLIC WORKS SUPERINTENDENT: Maybe we can push it back.

CHIEF COLUCCI: Rotate.

JANE BOUCHERLE: Rotate. Whatever sections you have maybe the first year you keep it. The second year, whatever you had the first group the first week, maybe move that to the second week.

MR. NEFF: Good point.

MR. MORVAY: Thank you.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. My neighbor actually asked me about that tax abatement. Just for clarity, what is it about the new construction tax breaks and how long does that last?

MR. CALHOUN: We don't have it set.

KATHRYN YOUNG: I had no clue because I wasn't up on it. I thought it was just home improvements but it's actually new construction as well.

MR. CALHOUN: So, the current CRA Program that was implemented late last year, maybe 2019, commercial, industrial, new construction / commercial, industrial remodel and then on the residential side, remodel. That remodel for residential is broken up into two sections, units of 2 or less and then units of 2 or more. There is a component to the CRA Abatement Program that addresses new residential construction. In the legislation creating those parameters of percentages and abatement terms, council at that time, did not do anything with new residential construction. That's the ongoing discussions on the impact that it would have on Canfield Schools. The discussions that we're having with the joint work sessions are to consider some type of new residential construction tax abatement or just leave it as it currently is and it does not have the new residential construction tax abatement.

KATHRYN YOUNG: Okay. Also, what was available online, when we received our papers, it has like that back page, that's all the even numbers but online all the pages are the odd numbers. Half of the budget that's going to be passed was not viewable until we actually picked up the paper with it on the back.

CLERK: The first time I scanned it, it didn't scan both sides.

KATHRYN YOUNG: Another thing, on the March 3rd agenda at the very end it had the minutes, so I was able to read through it and make a correction because I had said something and they put it under your name or whatever. Then it wasn't available this time. Because as somebody who speaks, I should be able to look through and see if was audible enough. Sometimes I read through the minutes and it says inaudible. The case last time, it was under his name but I spoke.

MR. TIECHE: My minutes came through.

CLERK: They are on there now. When I first put it up, it didn't scan right and I redid it again. So, they should be on there.

KATHRYN YOUNG: Okay. That's all I have. Thank you.

MR. MORVAY: Thank you, Kathryn.

MR. MORVAY: Anybody else, these reports we just heard? Hearing none, we'll move on.

Under Persons Desiring to Appear Before Council:

KIM HOOVER: Kim Hoover, 95 Russo. My question revolves around the Cares Act that we had already received the funds for. Questions gearing towards the upcoming money that is going to be given, as well. From what I understand, we were given a little over \$300,000 from last time. We made upgrades to the E-File, the E-Pay and the Utility Billing System for about \$230,000, building upgrades for about \$132,000, a little over that, for social distancing, virtual public meetings, bullet proof glass, and things like that. My question is, are we going to receive public

receipts for the detailed breakdown? Does the council vote on where that money is spent? Will there be money going to small businesses in the future and to the public?

MR. CALHOUN: The future funding, we don't know what we're using those funds for. A small business assistance loan program, we're not capable of performing the administrative tasks that would go along with the administration of that program. What was the other question in regards to the receipts?

KIM HOOVER: Does the Council vote to what the money is spent on? When I looked into it, it said it was supposed to go to small businesses and things like that in the community. I think Youngstown is doing a lot of building teardowns, they're getting obviously a lot more money than we would.

MR. CALHOUN: Right. There were a lot of parameters under which public entities can choose to spend the money on. The big ticket item was the automated meter infrastructure system; which was part of the \$230,000 that you quoted for the utility billing system. That did require Council action because it exceeded the \$50,000 contractual limit. Every other item was essentially less than that \$50,000. The Council was informed and was aware of how those dollars were being spent in terms of the small chunks. We got the Cares Act Fund set up separately within our financial accounting system. We've got every receipt that we paid with that money. We've got a spreadsheet that details what that money was spent on and the justification. Obviously, the State Auditor, the first thing, they're going to come in and say, what did you use the money for? Was that an appropriate use or not? Anything that the city does is public record.

KIM HOOVER: Is there going to be a board or anything for the funds; like to get the public involved on how money is spent and what it can go towards?

MR. CALHOUN: That's essentially City Council.

MR. DUFFETT: I think it's a good idea.

MR. NEFF: I think it's a good idea. I think we should get input and be more diligent about what we're going to spend the money on, new monies.

KIM HOOVER: That's a lot of money that's going to be coming in.

MR. MORVAY: There are restrictions on what we can spend it on too.

KIM HOOVER: Right. Thank you.

MR. MORVAY: Thank you, Kim. Anybody else? Hearing none, we'll move on.

Under **OLD BUSINESS**:

ITEM A: An Ordinance Adopting A New Subdivider's Agreement To Be Entered Into With The City of Canfield.

MR. MORVAY: We had a public hearing on this item this evening.

MR. MORVAY: As per the provisions 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 Adopting A New Subdivider's Agreement to be entered Into with the City of Canfield. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Wade, I know we had a public hearing but maybe just brief us real quick on this.

MR. CALHOUN: This is related to the public hearing tonight on the Subdivider's Agreement. Within Section 1113.01 (b) of our zoning code, it requires the City of Canfield and a subdivider to enter into an agreement in order to construct and guarantee the construction of all the required improvements within that subdivision development. What this Ordinance does is amends Appendix D coming from the 1113.01 (b) code to update some of the things missing. We felt it appropriate because the old agreement had specific dollar amounts tied to what was required. We sort of left those blank added them to more in line with total percentages of total project. Essentially that cost that's paid by the developer is passed through the city. We have our engineer's that review all the requirements to make sure everything is appropriate. In order just to capture, that we're not losing any money and undercharging subdivider's is really the major changes that were made to update and refresh, what I think was probably a pretty old appendix that was in our code. It kind of gets it up to par with some of the new requirements and really amends what was in place for quite some time. Again, we haven't had to use it a whole lot recently, with not a whole lot of subdivisions or building going on but in the anticipation of some new developments coming through and new subdivisions, we felt it appropriate to take a fresh look at it and update where appropriate.

MR. MORVAY: Thank you, Wade. Council any questions?

MR. NEFF: This increases some of the bond requirements?

ATTY. FORTUNATO: Bond requirements pretty much stay the same. What it is, it's really two bonds. There is a performance bond to make sure that they install the improvements. Then a maintenance bond that covers, once the city accepts the improvements we need to have a bond in place for up to 2 years in case there is deterioration or anything related to the collapse of the infrastructure.

MR. NEFF: Thank you.

MR. MORVAY: I'll open it up to residents that have a question about this particular Ordinance. Hearing none, Patty.

ROLL CALL ON ORDINANCE:

5 Votes-Yes
0 Votes-No
Ordinance passes
Ordinance 2021-12.

Under **NEW BUSINESS:**

ITEM 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.

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

MR. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MR. NEFF: Mr. Chairman, I have an 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. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Wade, we're going to pass the budget for this year. Anything to add?

MR. CALHOUN: Correct. State law requires municipalities to adopt a fiscal budget by March 31st of each fiscal year. At the December 16th Council Meeting, we do a temporary appropriation Ordinance. That was approved by Council to essentially fund city operations for January, February and March. We had a council budget work session on February 26th at which time each department presented their budget requests, capital requests of improvements as well as initiatives that they are trying to accomplish through the purchase of major equipment, vehicles or some other mechanism that is capital improvement related around the City of Canfield. We had that meeting. We received questions, comments, from Council during that budget work session. Now, as the next step in that process is finalizing and adopting the budget for this fiscal year. You should have a breakdown within the Ordinance packet itself of all the details of where that money is going, each category, supplies, materials, travel, and personnel. All total of all funds, a total budget of \$14,890,641.00. The biggest chunks of those are the General Fund of 4.8 million dollars. Special revenue funds; which include a variety of funds, grant funds, police department levy fund, parks & recreation, there are probably 20 funds within that of about 3 million. Then you got your water, sanitary and storm water enterprise funds the total of that is about just over 6 million dollars. Those are sort of the major funds that Council receives that financial dashboard every month that tracks budget versus actual for those major funds. One clarification that Council President Morvay did notice during our discussion today, the major change between the General Fund as presented during the budget work session and the General Fund amount that you see this evening, just over a \$265,000 difference. The bulk of that \$150,000 for the dispatch renovation costs, which were not yet put into the budget. There is about \$70,000 which is that transfer from the General Fund to the Parks Fund and Cemetery Fund to fund the initiatives of the columbarium's, as well as some of the other things going on in Parks that we didn't put into the budget until we presented the requests and allowed feedback and finalization. Then there was about \$45,000 of, so Chris missed a zero in the spreadsheet so, it was about a \$45,000 error that again, in Chris's due-diligence that looks at the budget probably 6 times a day, every day, was able to catch that and make the appropriate changes. So, the \$265,000 is essentially the difference between those 3 items.

MR. MORVAY: Council questions?

MR. TIECHE: Just a comment. If you take a look at our budget that we're proposing to pass \$14, 890,000 and look at our annual appropriation as of the end of last year, last year's annual appropriation was \$14, 811,000. So, we're pretty comparable in what we did last year.

MR. MORVAY: I might add that the workshop that Wade put together was structured was very understandable and simple. I appreciate that. It was well done.

MR. CALHOUN: Thank you.

MR. MORVAY: I'll open it up to residents/citizens that have a question about this Ordinance.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. Being a member of the Parks Board and the next thing you're going to vote on is the columbarium, which pretty much shot our budget or whatever. When it came to actual money for the people and the citizens to use the park, like the Green, the question is, with the 1.4 million that we're getting for COVID, is there some way that it could be used for the people for physical and psychological relief because of COVID? So, the kids could go back and playing on the Green. Maybe there would be more considerations for things that would be more community oriented because now we have the money for it.

FINANCE DIRECTOR: We don't know what we can use that money for yet. They've not told us.

KATHRYN YOUNG: I'm just putting it out there for future.

FINANCE DIRECTOR: We don't know.

MR. CALHOUN: The major thing in not allocating budgeted funds for events on the Green, city sponsored events on the Green, is even the most recent Ohio Governor Orders from March 2nd still restricts people gathering of 10 or more outside a family within a single property. So again, the 1.4, we don't have any ideas on the parameters on that yet but I don't necessarily know or if we should spend the money that is going to violate a Governor's Orders that may be in place at the time. That was the theory behind, again, we want to do the public events that we had in the past as much as everybody else in this community does, and I think they were phenomenal. Again, we're sort of tied by, we can't rent our community Fair Park building currently because most wedding, celebrations, birthday parties, graduations parties that, that building is rented for is going to be more than 10 people. In terms of what we're trying to accomplish and not putting the money for those public events is unknown. We didn't want to put money, as you know once the money goes into the Parks Fund; it stays in the Parks Fund. To be diligent in making sure that we've got the appropriate funds where they need to be at this time, that's what this budget proposal does. We've done budget amendments in the past for a variety of things. If we get to summertime and things start opening up, revenues look good, expenses are coming in where they should, I don't see any reason why we couldn't amend the budget to allow for additional transfer to the recreation fund to allow for hopefully the planning of some sort of community event to get people as close to normal as possible.

KATHRYN YOUNG: Once again, as far as the COVID money, Kim spoke about small businesses and the very last day that you guys closed down Council and we had to excuse ourselves outside, there was a gentleman who was temporarily in the State Department that particular day and he told us as we were standing out there that there would be money available through

the COVID for the small businesses in our area. So, it wasn't about you're going to get loans or whatever, it was about making money available to the ones that were hurting at the time. If it wasn't for Kim and her family, chipping in to trying to make things work during that time, you wouldn't have Kim's Confection's right now. So, when you're considering the COVID Relief Fund, how many small businesses do you have?

CHIEF COLUCCI: I think there is a link on the SBA website the small businesses association. I don't know that the city is the conduit for that money. If you go to the SBA and you click the link it will walk you through it. Even local banks, I know that Farmer's have helped a few local businesses access that money. I don't want to misspeak but I don't know that the city is the conduit for small businesses.

MR. CALHOUN: Right. Like I mentioned the parameters around the first distribution of COVID Funds had some restrictions on what it could or could not be spent for. I don't disagree that there was the ability of communities to provide assistance to businesses. The City of Canfield doesn't have the administrative capacity to have that type of program in place. Tracking those funds, how it's allocated, what the parameters are and what the application process is. If that's something we wanted to use the new distribution funds for that would be a consideration to again, it's one thing to have an idea, it's to implement the idea. I love the idea. It's the implementation of that idea. Is that temporary personnel? Is that full-time, temporary personnel? What does that look like? What are they doing? How are we administering that process? The lean personnel that we operate with right now in the city, we don't have that capacity.

KATHRYN YOUNG: Thank you.

MR. MORVAY: Thank you, Kathryn.

MR. TIECHE: My personal opinion is, I'd like to know what the rules and regulations are before we start talking about how we're going to disperse any of these funds.

MR. MORVAY: Anybody else? Questions? Hearing none, Patty.

ROLL CALL ON ORDINANCE:

5 Votes-Yes

0 Votes-No

Ordinance passes

Ordinance 2021-13.

ITEM B: An Ordinance Providing Transfers to Various Funds.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. MORVAY: As per the provisions 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. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. DUFFETT: Mr. President, I have an Ordinance Providing Transfers to Various Funds. I move for passage.

MR. TIECHE: Second.

MR. MORVAY: Wade, what are we moving this money for?

MR. CALHOUN: So, the budget adoption that Council just approved for fiscal year 2021 has money that is going to be allocated into various other funds. Specifically, from the General Fund to the Parks Fund as well as the Cemeteries Fund. So, this is the authorization of the transfer of \$70,000 from the General Fund to the Parks Fund in the amount of \$25,000 and the Cemeteries Fund in the amount of \$45,000.

MR. MORVAY: Questions from Council?

MR. TIECHE: If we approve this transfer as it's set up right now, if we are going to spend money out of the cemeteries fund, such as a columbarium, isn't council going to have to authorize a contract for the construction of that columbarium?

MR. CALHOUN: Right. If it's over \$50,000, we would bid it and then council would award and authorize a contract.

MR. TIECHE: If there are concerns with Council as far as if we want to go ahead with the columbarium, we're still going to have some discussion before we go forward with that.

MR. NEFF: Thank you.

MR. MORVAY: Residents/citizens any questions or concerns? Hearing none, Patty.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2021-14

ITEM C: An Ordinance Amending Water Department Standard Specifications.

MR. MORVAY: As per the provisions 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. NACARATO: Mr. President, I have an Ordinance Amending the Water Department Standards. This constitutes first reading.

MR. MORVAY: The Public Hearing is April 21, 2021 at 5:20 P.M.

CLERK: That's correct.

ITEM D: An Ordinance Controlling Post-Construction Water Quality Runoff.

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

MR. NACARATO: Second.

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

MR. MORVAY: As per the provisions 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. NACARTO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. TIECHE: Mr. President, I have an Ordinance Controlling Post-Construction Water Quality Runoff. I move for passage.

MR. DUFFETT: Second.

MR. MORVAY: Wade, what is this Ordinance and what are we doing here?

MR. CALHOUN: Again, in constant review and recommendation of changes to various sections of our ordinances, city staff along with our city engineer reviewed our Comprehensive Storm Water Management Plan and making the appropriate updates. So, specifically, Chapter 933 of the City's Code of Ordinances, that deals with post construction water quality runoff for the City of Canfield and best management practices that when construction takes place there is the post construction water quality, sort of assessment, review, per EPA requirements that has to be done. This updates the entire section of Chapter 933, mainly to mirror a lot of the county regulations on storm water post construction regulations. Our City Engineer Steve Preston is here this evening. In your agenda packet you have the redline of 933, there were removals of sections but then replaced with new sections. We have our city engineer here; if you have any and all questions related to this or any other engineering question, ask him now. It saves us some money.

MR. MORVAY: Council questions? Hearing none. Steve did you want to comment on it?

CITY ENGINEER: Like Wade said, with the anticipation of new development and the Ordinance hasn't been updated since 2009 and the EPA Regulations have changed especially in the last 2 years. We're kind of just referencing the current addition of the EPA Regulations and the County Regulations. As you move forward any changes the Ordinance will automatically catch. It gives the engineers something to hand to the developer and say this is what you want to follow. If you submit a design in accordance with this we'll be able to approve it.

MR. MORVAY: Residents/citizens, questions? Hearing none, Patty.

ROLL CALL ON ORDINANCE:

5 Votes-Yes

0 Votes-No

Ordinance passes

Ordinance 2021-15

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

MR. MORVAY: As per the provisions 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. NACARTO: Second.

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

MR. NEFF: Mr. Chairman, I have a Motion Authorizing the City Manager to Sign an Amended Lease Agreement with the Cardinal Joint Fire District for the City of Canfield. I move for passage.

MR. TIECHE: Second.

MR. MORVAY: Wade can you update us on this agreement?

MR. CALHOUN: As I mentioned earlier, the Cardinal Joint Fire District and the City of Canfield have been engaged in discussion on proposed amendments to the lease agreement for Fire Station No. 1; which is located here. The other half of this building is Fire Station No. 1. In April of 2018 we began those discussions, most notably to amend two sections, one is the utility sections, there were hard coated numbers and percentages based on what their proportion share of utilities should be. This is an agreement from 1996. A review of the agreement back in 2018 we're sort of subsidizing utility costs for Station No. 1, so we wanted a more equitable share of that, updated the utilities portion and then discussion of repair of demise premise, who is responsible for fixing what, when it breaks, sewer lines, that sort of thing. This isn't a typical lease. It's not a commercial lease where a tenant is paying x-amount of dollars per month to the landlord and the landlord then fixes everything. Much like every public entity, the rent that they're paying for the use of the space is \$1.00 a year. So, that's not uncommon. That's what they have with Canfield Township. But that was the major concern. That their building as things start to deteriorate and you start to get higher expenses on items, obviously everybody is money conscious, who is responsible for paying what. It took us awhile but I think we got to a really good agreement. Essentially it's a really nice model, almost like a deductible. There are specific items, obviously we're going to pay for structure, stairs, utility systems, but anything that's \$500.00 or less the district will pay for, anything for \$500.00 or more, the district is in it for \$500.00 and the city will pay the remaining balance. The big discussion was like HVAC units, when those needs replaced, if its \$2,500, the district pays \$500.00 we pay \$2,000. If it's a sewer backup that is \$480.00 to jet the line and clear a backup the district pays that. It clarifies a lot of the language that wasn't quite clear on who pays for what. What this Motion does is authorize the signing of that lease agreement. The Cardinal Joint Fire District will have this lease agreement as well as the dispatch agreement on their agenda Monday evening. This agreement and the dispatch agreement will both be retroactive, effective date of January 1, 2021.

MR. MORVAY: Council questions?

MR. NEFF: Was there discussion on the doors? I know that was a big item.

MR. CALHOUN: The doors were already repaired in the summertime by the district.

MR. MORVAY: I'll open it up to residents. Hearing none, Patty.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.
Motion 2021-06.

MR. MORVAY: We've added a Motion.

ITEM F: A Motion Accepting An Appointment to the Community Reinvestment Area Housing Council.

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MR. DUFFETT: I would like to announce a Mayor's appointment to the CRA Board Mr. Chris Vecchione. I move for passage.

MR. NEFF: Second.

MR. MORVAY: I don't think this requires any.....

MR. CALHOUN: No, so we had a vacancy that came up on our CRA Housing Council due to a member resigning. Ohio Revised Code sets up how the CRA Housing Council Board is appointed. The Mayor appoints two members, City Council appoints two members, and the Planning & Zoning Commission appoints one member. I'm short one. There are a total of 7. Those members then appoint 1 member. The resignation was originally a Mayoral appointment. By this Motion it's really just to record the proceeding. It really doesn't need

council approval being it is a Mayoral appointment. But when we first created the Housing Council we thought it best to at least create the record to go back and see how we did it and for Patty's sake, keep track of who's appointed by whom. So, when there are vacancies in the future we know who to go back to, to make that appointment.

ATTY. FORTUNATO: You really don't have a choice.

MR. TIECHE: Spell the name.

UNIDENTIFIED MAN: Vecchione

MR. VECCHIONE: V-e-c-c-h-i-o-n-e.

MR. TIECHE: Thank you very much.

MR. MORVAY: Thank you for your willingness to serve.

MR. VECCHIONE: You're welcome. I'm a proud member of the Canfield Community for the past 5 years. I look forward to working with everyone.

MR. MORVAY: I'll open it up to residents. Hearing none. Patty.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Motion 2021-07.

MR. MORVAY: At this time I'm going to ask Anthony for the Motion to go into Executive Session. We probably won't not take any action when we reconvene. If you want to stick around that's fine.

MR. DUFFETT: Mr. President, so we won't have Council Comments?

MR. MORVAY: We could.

MR. DUFFETT: We can do it now. My purpose was to introduce Mr. Vecchione. You kind of met him but he's a 5 year member of this city, he went to Mooney, he was Captain of State Champion Mooney Team. He was captain of the State Champion of the Youngstown State Penguins, an all American. He's been in the medical field for 20 years. He's an accountant by trade. He works for Abbott Diagnostics. I think he'll be a great addition to city team. Welcome aboard.

MR. VECCHIONE: Thank you.

MR. NACARATO: With the except that he's a Mooney grad. (Laughter)

MR. DUFFETT: Oh, this is an Ursuline grad.

MR. VECCHIONE: My daughter will be in Kindergarten here in Canfield.

MR. MORVAY: Any other comments from Council? Hearing none, Anthony.

MR. NACARATO: I have a Motion to go into Executive Session pursuant to Ohio Revised Code Section 121.22 (g) (1) to consider complaints against a public employee. I move for passage.

MR. TIECHE: Second.

ROLL CALL ON MOTION:

4 Votes-Yes
1 Vote-No (Duffett)
Motion passes.

Council convened into Executive Session at 7:15 P.M.

Council reconvened from Executive Session at 7:30 P.M.

MR. MORVAY: I need a Motion to adjourn.

MR. NACARATO: I'll make a Motion to adjourn.

MR. NEFF: Second.

MR. MORVAY: This meeting is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL