

CANFIELD CITY COUNCIL

January 18, 2023-5:30 P.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

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

10. OLD BUSINESS

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

11. NEW BUSINESS

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

A. An **Ordinance** Amending Canfield Codified Ordinance Section 1169.03 Accessory Buildings

Description: There are property owners in the R-1 District that have large lots. However, they are only allowed to have accessory buildings that are 35% of their 1st floor living area; in an R-1 District. This Ordinance allows a property owner that has a lot of 4 acres to have a larger accessory building, that is up to 45% of their rear yard area and must not be larger than 2,000 square feet in total size. Planning & Zoning recommended approval of this Ordinance at their January 12th meeting. This is a first reading on this Ordinance. It will go back to Planning and Zoning on February 9th. Council will consider this Ordinance again at their February 15th meeting. There will be a public hearing on February 15th at 5:20PM.

Action Needed: First Reading and Set a Public Hearing for February 15, 2023 for 5:20pm.

Attachment(s): Ordinance and recommendation from P & Z.

B. An **Ordinance** Approving the Replat of Canfield City Lot 2852 to Include Lots 300, 196, 198, and 197 at 20 South Broad Street by Farmer's National Bank.

Description:

Farmer’s National Bank has submitted a replat of Lot 2852 to include lots 300,196, 198 and 197 at 20 South Broad Street. Farmer’s Bank currently spans over 5 different lots. They are cleaning up the lots and combining them into one lot in preparation of upcoming construction. Planning & Zoning recommended the replat at their January 12, 2023 meeting.

Action Needed: Approval of Ordinance.

Attachment(s): Ordinance. Recommendation from P&Z, Mylar, Certification from MS Consultants, Closure.

Public Comments.

- C. An **Ordinance** Authorizing the City Manager to Enter into an Agreement with Baker Tilly U.S. LLP

Description: Council feels it’s in the best interest to enter into an agreement with Baker Tilly to conduct an executive search for a city manager.

Action Needed: Approval of Ordinance

Attachment(s): Ordinance and agreement with Baker Tilly

- D. An **Ordinance** Amending Chapter 927 of the Codified Ordinances of Canfield, Ohio (Regarding Water Rates for 2023)

The City of Canfield currently purchases water from the City of Youngstown for our distribution system. As part of our new (30) year contract with the City of Youngstown, the cost to purchase water will increase. The resulting increase is depicted below:

Description:

Metered Rates	
First 100,000 gal in any quarter	12.79/1,000 gal
Over 100,000 gal in any quarter	10.33/ 1,000 gal

Meter Size	Minimum Consumption Billed	
5/8” x 3/4” Meter	5,000gal./qtr./or less	63.95
1” Meter	16,000 gal/qtr./or less	204.64
1 1/2” Meter	21,000 gal/qtr./or less	268.59
2” Meter	37,000gal/qtr./or less	473.23
3” Meter	65,000 gal/qtr./or less	831.35
4” Meter	114,000 gal/qtr./or less	1,423.62
6” Meter	257,000 gal/qtr./or less	2,900.81

Action Needed:

Approval of amendments to Chapter927 of the Codified Ordinances of the City of Canfield regarding water rates for 2023.

Attachment(s):

Ordinance amending water rates. City of Youngstown Agreement to Supply Water.

Public Comments.

12. Council Comments.

13. Adjournment

Introduced by: _____

First Reading: _____

AN ORDINANCE AMENDING
CANFIELD CODIFIED ORDINANCE
SECTION 1169.03 ACCESSORY BUILDINGS

WHEREAS, the Zoning Inspector and the Planning and Zoning Commission of the City of Canfield have recommended amending Canfield Codified Ordinance Section 1169.03 regarding "Accessory Buildings"

WHEREAS, the Council of the City of Canfield desires to amend Codified Ordinance Section 1169.03 accordingly.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Canfield, Mahoning County, Ohio as follows:

Section 1: That Section 1169.03 of the Canfield Ordinance of the City of Canfield is hereby amended to read as follows:

1169.03 "Accessory Buildings"

- (a) An accessory building may be erected as an integral part of a principal building, or it may be connected thereto by a breezeway or other similar structure.
- (b) An accessory building may be erected detached from the principal building. No detached accessory building shall be erected in any required yard except a rear yard, and shall not occupy more than thirty-five percent of the area of the required rear yard and shall be located a minimum of five feet from lot lines. For computing the percentage of occupancy of a rear yard, as required herein, if a detached accessory building is connected to the principal building by a breezeway, the ground area of such breezeway shall be considered as a part of the accessory building and be included in the computation. (Notwithstanding the above, accessory buildings to be located on properties in excess of four (4) acres may (i) occupy no more than forty five percent (45%) of the rear yard, and (ii) must be no larger than Two Thousand (2,000) square feet in total size (as specifically approved by the Planning & Zoning Commission upon recommendation by the Zoning Inspector).
- (c) Any accessory building, if not located in the rear yard, shall be an integral part of, or connected with, the principal building to which it is an accessory, and shall be so placed as to meet all yard requirements for a principal building of the same height and other dimensions as such accessory building.

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____
First Reading: _____

ORDINANCE

An Ordinance Approving the Replat of
Canfield City Lot 2852 to Include Lots 300, 196, 198, and 197
at 20 South Broad Street by
Farmer’s National Bank

WHEREAS, the Planning & Zoning Commission at the Regular Meeting on January 12, 2023 approved the replat of Canfield City Lot 2852 to include lots 300, 196, 198 and 197 by Farmer’s National Bank.

WHEREAS, the Planning and Zoning Commission recommends to Council the approval of the replat of Canfield City lot 2852 to include lots 300, 196, 198, and 197 by Farmer’s National Bank.

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

Section 1: The Council of the City of Canfield approves the replat of Canfield City lot 2852 to include lots 300, 196, 198, and 197 by Farmer’s National Bank.

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

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2023

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

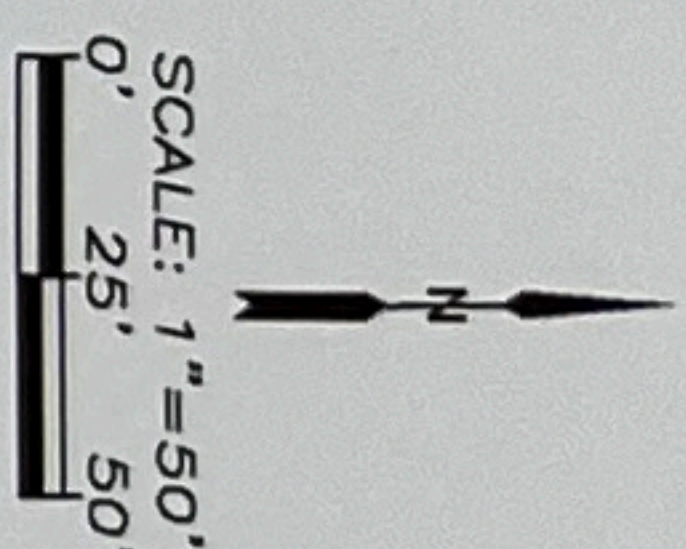
CLERK OF COUNCIL

APPROVED AS TO FORM:

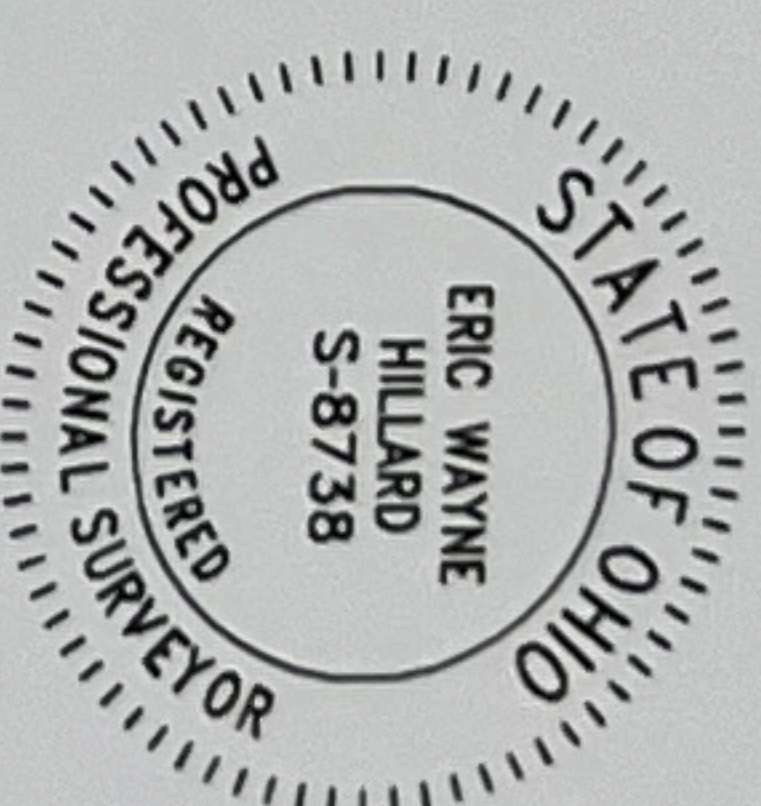
MUNICIPAL ATTORNEY

REPLAT

CANFIELD CITY LOTS 197, 198, AND PART OF 196
MAP OF CANFIELD BOROUGH - PLAT VOLUME 4, PAGE 6
CANFIELD CITY LOT 300
REPLAT OF CANFIELD VILLAGE LOTS - PLAT VOLUME 26, PAGE 26
CANFIELD CITY LOT 2853
FARMERS NATIONAL BANK PLAT NO. 1 - PLAT VOLUME 102, PAGE 249
CITY OF CANFIELD, COUNTY OF MAHONING, OHIO

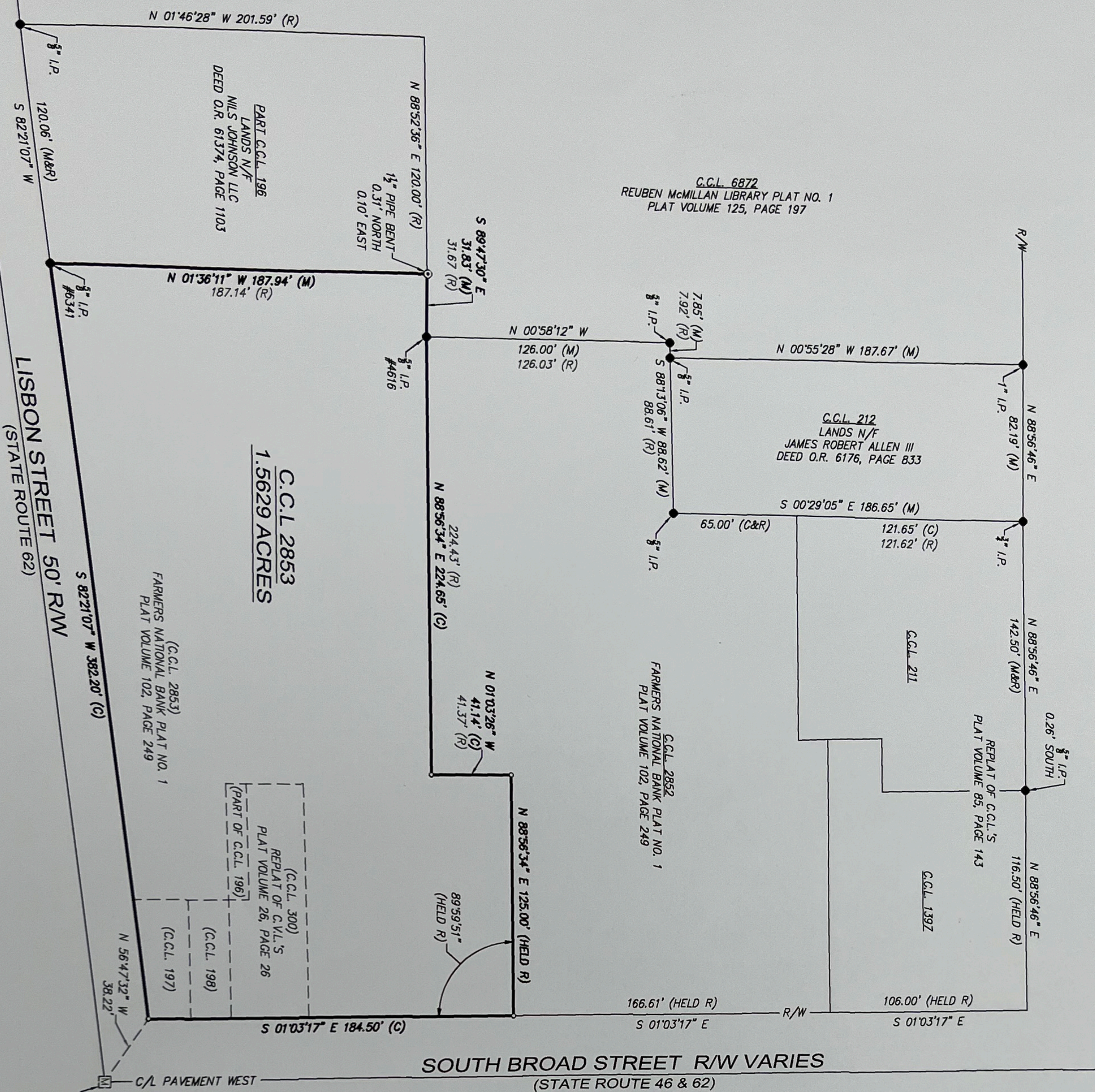


NORTH BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, GROUND COORDINATES.



SYMBOL LEGEND	
● - IRON PIN FOUND (AS NOTED)	OWNER: THE FARMERS NATIONAL BANK OF CANFIELD
⊙ - IRON PIPE FOUND (AS NOTED)	ADDRESS: 30, 40 & 42 SOUTH BROAD ST., CANFIELD, OHIO 44406
Ⓜ - MONUMENT BOX FOUND	PARCELS: 28-005-0-108.01-0, 28-005-0-110.00-0, 28-005-0-112.00-0, 28-005-0-114.00-0
⊙ - MAG NAIL SET	
○ - CANFIELD CITY LOT	
(C) - CALCULATED INFORMATION	
(M) - MEASURED INFORMATION	
(R) - RECORD INFORMATION	

WEST MAIN STREET 99' R/W
(STATE ROUTE 224)



OWNERS TABLE

C.C.L. 197 & 198 - CONVERTED BY JOHN E. DAVIS TO THE FARMERS NATIONAL BANK OF CANFIELD BY DEED DATED JULY 29, 2009 AND RECORDED IN DEED O.R. 3813, PAGE 1783.
C.C.L. 300 & PART OF 196 - CONVERTED BY JAMES P. ACRI TO THE FARMERS NATIONAL BANK OF CANFIELD BY DEED DATED JANUARY 14, 2014 AND RECORDED IN DEED O.R. 3408, PAGE 1332.
C.C.L. 2853 - CONVERTED BY MARTIN J. NEFF, JR. TO THE FARMERS NATIONAL BANK OF CANFIELD BY DEED DATED JANUARY 25, 1978 AND RECORDED IN DEED VOLUME 1389, PAGE 231.
- CONVERTED BY FREDERICK MOTORS, INC. TO THE FARMERS NATIONAL BANK OF CANFIELD BY DEED DATED OCTOBER 17, 1988 AND RECORDED IN DEED O.R. 744, PAGE 35.
- CONVERTED BY THE MAHONING NATIONAL BANK OF YOUNGSTOWN, SUCCESSOR TO THE FARMERS NATIONAL BANK OF CANFIELD BY DEED DATED OCTOBER 16, 1992 AND RECORDED IN DEED O.R. 1710, PAGE 122.
- CONVERTED BY JAMES CENTOFANTI AND CORALIE CENTOFANTI TO THE FARMERS NATIONAL BANK OF CANFIELD BY DEED DATED OCTOBER 20, 1999 AND RECORDED IN DEED O.R. 4380, PAGE 164.

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

ERIC WAYNE HILLARD PS No. 8738

WE (I) THE FARMERS NATIONAL BANK OF CANFIELD OWNERS(S) OF THE LAND INDICATED ON THIS PLAT DO HEREBY MANIFEST OUR APPROVAL OF THE SUBDIVISION AND DEDICATE THE STREETS AND LAND FOR OPEN SPACES AS SHOWN HEREON TO THE PUBLIC FOREVER. WE (I) FURTHER CERTIFY THAT THE PLAT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY SEE OWNERS TABLE TO THE FARMERS NATIONAL BANK OF CANFIELD BY DEED DATED SEE OWNERS TABLE AND RECORDED IN SEE OWNERS TABLE OF THE MAHONING COUNTY RECORD OF DEEDS AND THAT ALL MONUMENTS AS REQUIRED BY SUBDIVISION REGULATIONS WILL BE PLACED.

AS WITNESS OUR(MY) HAND(S) THIS 17 DAY OF December, 2022.

OWNERS: Eric Wayne Hillard
FARMERS NATIONAL BANK OF CANFIELD
(REPRESENTATIVE)

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

AS WITNESS, I HAVE HEREIN SET MY HANDS AND AFFIXED MY OFFICIAL SEAL THIS 17 DAY OF December, 2022.
Notary Public, State of Ohio
Ammette Kuehnert
My Commission Expires 08-28-27



APPROVED BY THE CITY OF CANFIELD ENGINEER THIS _____ DAY OF _____, 20____.

APPROVED BY THE CITY OF CANFIELD PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____

APPROVED BY THE CITY OF CANFIELD COUNCIL THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____

ENTERED FOR TRANSFER THIS _____ DAY OF _____, 20____.

MAHONING COUNTY AUDITOR _____

RECEIVED FOR RECORD ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK.

RECORDED IN VOLUME _____ PAGE _____ OF THE MAHONING COUNTY RECORD OF PLATS.

ON THE _____ DAY OF _____, 20____.

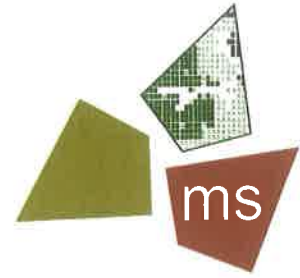
MAHONING COUNTY RECORDER _____

8200 W. WESTERN RESERVE RD.
CANFIELD, OH 44406
(330) 261-0311
ERIC@ECHLANDSURVEYING.COM



ms consultants, inc.
engineers, architects, planners

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



Replat of Canfield City Lots 197, 198, 300, 2853 and part of Lot 196

This is to certify that the combination of Canfield City Lots 197, 198, 300, 2853 and part of Lot 196 into the Replat of Canfield City Lot 2853 prepared by ECH Land Surveying, LLC for The Farmers National Bank of Canfield does not exceed the mathematical error in closure as stated in Administrative Code Chapter 4733-37-04, Measurement specifications for the Standard for Boundary Surveys in Ohio. I also certify that the acreage for replatted Lot 2853 is 1.5629 acres, the owner's deed reference are as stated and current. Adjoining subdivisions and parcels are verified with referenced instrument number and plat volumes and pages. The boundary monuments are found and set at the corners as required by 4733-37-03, Monumentation for the Standards for Boundary Surveys in Ohio and that the Replat of Canfield City Lot 2853 does meet the standards as outlined in 4733-37-05, Plat of Survey.

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

A blue ink signature of Chad S. Snow.

1/3/2023

Chad S. Snow

Registered Professional Surveyor No. 8559



Mapcheck 1: CCL 2853

Closure Summary

Precision, 1 part in: 3063223.664'

Error distance: 0.000'

Error direction: N54° 34' 29.39"W

Area: 68079.01 Sq. Ft.

Square area: 68079.012

1.5629 ACRES

Perimeter: 1177.260'

Point of Beginning

Easting: 2448271.5718'

Northing: 499065.0881'

Side 1: Line

Direction: S82° 21' 07.00"W

Angle: [082.3519 (d)]

Deflection angle: [-097.6481 (d)]

Distance: 382.200'

Easting: 2447892.7718'

Northing: 499014.2219'

Side 2: Line

Direction: N01° 36' 11.00"W

Angle: [-083.9550 (d)]

Deflection angle: [096.0450 (d)]

Distance: 187.940'

Easting: 2447887.5142'

Northing: 499202.0884'

Side 3: Line

Direction: S89° 47' 30.00"E

Angle: [-088.1886 (d)]

Deflection angle: [091.8114 (d)]

Distance: 31.830'

Easting: 2447919.3440'

Northing: 499201.9726'

Side 4: Line

Direction: N88° 56' 34.00"E

Angle: [178.7344 (d)]

Deflection angle: [-001.2656 (d)]

Distance: 224.650'

Easting: 2448143.9557'

Northing: 499206.1177'

Side 5: Line

Direction: N01° 03' 26.00"W

Angle: [090.0000 (d)]

Deflection angle: [-090.0000 (d)]

Distance: 41.140'

Easting: 2448143.1967'

Northing: 499247.2506'

Side 6: Line

Direction: N88° 56' 34.00"E

Angle: [-090.0000 (d)]

Deflection angle: [090.0000 (d)]

Distance: 125.000'

Easting: 2448268.1754'

Northing: 499249.5570'

Side 7: Line

Direction: S01° 03' 17.00"E

Angle: [-089.9975 (d)]

Deflection angle: [090.0025 (d)]

Distance: 184.500'

Easting: 2448271.5715'

Northing: 499065.0883'



Eric Wayne Hillard

Mapcheck 1: CCL 2853

Closure Summary

Precision, 1 part in: 3063223.664'
Error distance: 0.000'
Error direction: N54° 34' 29.39"W
Area: 68079.01 Sq. Ft.
Square area: 68079.012

1.5629 ACRES

Perimeter: 1177.260'

Point of Beginning

Easting: 2448271.5718'
Northing: 499065.0881'

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Angle: [-088.1886 (d)]
Deflection angle: [091.8114 (d)]
Distance: 31.830'
Easting: 2447919.3440'
Northing: 499201.9726'

Side 4: Line

Direction: N88° 56' 34.00"E
Angle: [178.7344 (d)]
Deflection angle: [-001.2656 (d)]
Distance: 224.650'
Easting: 2448143.9557'
Northing: 499206.1177'

Side 5: Line

Direction: N01° 03' 26.00"W
Angle: [090.0000 (d)]
Deflection angle: [-090.0000 (d)]
Distance: 41.140'
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*Eric Wayne Hillard*

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Closure Summary

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Area: 68079.01 Sq. Ft.
Square area: 68079.012

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Perimeter: 1177.260'

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Side 7: Line
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Angle: [-089.9975 (d)]
Deflection angle: [090.0025 (d)]
Distance: 184.500'
Easting: 2448271.5715'
Northing: 499065.0883'



Eric Wayne Hillard

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING
THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH BAKER TILLY U.S., LLP

WHEREAS, the Council of the City of Canfield has determined it to be in the best interest of the City to enter into an agreement with Baker Tilly U.S., LLP to contract an executive search for a City Manager.

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

Section 1: That the City shall enter into an agreement with Baker Tilly U.S. LLP to conduct an executive search for a city manager.

Section 2: That the City Manager is hereby authorized and directed to enter into an agreement with Baker Tilly U.S. LLP in the form attached hereto as Exhibit 1.

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 _____, 2023

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



January 4, 2023

Chuck Colucci
Interim City Manager / Chief of Police
City of Canfield
104 Lisbon Street
Canfield, OH 44406

Baker Tilly US, LLP
205 N. Michigan Avenue, 28th Floor
Chicago, IL 60601
United States of America

bakertilly.com

Dear Mr. Colucci:

This letter agreement (the "Agreement") documents the City of Canfield, Ohio ("you/r" or "Client") engagement of Baker Tilly US, LLP ("we" or "Baker Tilly") to conduct an executive search for a City Manager (the "Project"). This Agreement defines the parties' respective obligations for the Project. Our proposal dated January 4, 2023, attached hereto as Exhibit A, is incorporated by reference.

Scope, Objectives and Approach

The scope and phases of this engagement are set forth in Exhibit A.

Project Timing and Budget

1. The Project will commence upon your execution of this Agreement and will remain in effect for the period necessary for successful completion of the Project.
2. If you terminate this Agreement before completion, Baker Tilly shall invoice you for any unpaid portion of the total fee set forth in Exhibit A.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon a failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in this Agreement unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

The executive search for the City Manager is considered a non-attest service. For purposes of this agreement, non-attest services include services that *Government Auditing Standards* refers to as non-audit services. Since we also provide financial and compliance audit services to the City of Canfield, we are required to communicate the following:

This non-attest service does not constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

As a part of this service, we will not perform any management functions or make management decisions on your behalf.

In connection with our performance of this non-attest service, you agree that you will:

- Continue to make all management decisions and perform all management functions.
- Designate an employee with suitable skill, knowledge, and / or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of our non-attest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

Terms and Conditions

1. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.
2. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
3. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by Baker Tilly without your prior written consent. This Agreement shall be modified only by a written agreement duly executed by you and Baker Tilly. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect.
4. Copies of all hard copy documents associated with the recruitment will be retained for three (3) years from the anniversary date of the hiring of the candidate. Retention of records beyond three (3) years must be requested in writing before the conclusion of the Project.
5. Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International.

or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

[*Signature page follows*]

Acknowledgment

If this Agreement correctly sets forth your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Anne Lewis, Practice Leader | Director

Client Signature:

Name: _____

Title: _____

Date: _____

Introduced By: _____
First Reading: _____

ORDINANCE

**AN ORDINANCE AMENDING CHAPTER 927 OF
THE CODIFIED ORDINANCES OF CANFIELD, OHIO
(REGARDING WATER RATES FOR 2023)**

WHEREAS, the City of Canfield operates a water distribution system,
purchasing water from the City of Youngstown pursuant to a thirty-year contract; and

WHEREAS, the Council for the City of Canfield has by Ordinance No. 2022-59
authorized the purchase of water from Youngstown and to executed a contract for the same; and

WHEREAS, the City of Youngstown is presently supplying water to the City of
Canfield under an agreement; and

WHEREAS, it is necessary to increase water rates now effective March 1, 2023.

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

Section 1: Effective with all water billed beginning March 1, 2023, Chapter
927.01 of the Canfield Code relating to water rates shall be amended to read as follows:

"927.01 Rate Schedule (Beginning March 1, 2023)

- A.

Metered Rates

First	100,000	gal. in any qtr	\$12.79/1,000 gal.
Over	100,000	gal. in any qtr	\$10.33/1,000 gal.
- B.

Minimum Rates

1.	5/8" x 3/4"	meter	5,000 gal./qtr. or less	\$63.95
2.	1"	meter	16,000 gal./qtr. or less	\$204.64
3.	1-1/2"	meter	21,000 gal./qtr. or less	\$268.59
4.	2"	meter	37,000 gal./qtr. or less	\$473.23
5.	3"	meter	65,000 gal./qtr. or less	\$831.35
6.	4"	meter	114,000 gal./qtr. or less	\$1,423.62
7.	6"	meter	257,000 gal./qtr. or less	\$2,900.81
- C.

Meter Rates for Extra-Territorial Purchasers

First	100,000	gal. in any qtr.	\$15.34/1,000 gal.
Over	100,000	gal. in any qtr.	\$12.36/1,000 gal.
- D.

Minimum Rates for Extra-Territorial Purchasers

1.	5/8" x 3/4"	meter	5,000 gal./qtr. or less	\$76.70
2.	1"	meter	16,000 gal./qtr. or less	\$241.44
3.	1-1/2"	meter	21,000 gal./qtr. or less	\$322.14
4.	2"	meter	37,000 gal./qtr. or less	\$567.58
5.	3"	meter	65,000 gal./qtr. or less	\$997.10
6.	4"	meter	114,000 gal./qtr. or less	\$1,707.04

7. 6" meter 257,000 gal./qtr. or less \$3,474.52

- E. Fixed Monthly Capital Charge
A Fixed monthly charge of \$3.00 per month (\$9.00 per Quarter) shall be assessed upon all water accounts of the system, or single family equivalents on all master metered accounts. In the case of shared service from a single meter, each unit shall be considered a single family equivalent.

- F. Extra-Territorial Purchasers (Users)
As used herein and in Section 925.02 of the Codified Ordinances, the terms "Extra-Territorial Users" and Extra-Territorial Purchasers" shall mean any purchaser of water from the City of Canfield which requires delivery of water outside the corporate limits of the City of Canfield.

- G. Multiple Family Dwellings
For Multiple Family Dwellings with central heating and plumbing systems or with either, the charge shall be a minimum charge of \$63.95 for each family unit each quarter.

- H. New Construction
The semi-annual charge for water service for new construction prior to the installation of a meter shall be as follows:

Frame Dwelling Construction	\$200.00
Masonry Dwelling	\$250.00
All Others	\$300.00

- I. All metered water purchased for construction vehicles (tankers, pavers, etc.) shall be charged at the extra-territorial rate plus \$200.

- J. Taps
Water taps shall be charged cost plus twenty-five dollars (\$25.00). In the event the tap is across the street, the tap shall be charged at a rate of cost plus fifty dollars (\$50.00).

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

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2023.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

CITY OF CANFIELD
AGREEMENT TO SUPPLY WATER

AN AGREEMENT, by and between the City of Youngstown, an Ohio Municipal corporation created and existing under the laws of the State of Ohio (“YOUNGSTOWN”) and, the City of Canfield, Ohio, a municipal corporation created and existing under the laws of the State of Ohio (“CANFIELD”).

WHEREAS, YOUNGSTOWN lawfully maintains and operates a public water supply system for the benefit and use of its residents under various ordinances and agreements; and

WHEREAS, YOUNGSTOWN is presently supplying water to CANFIELD under an agreement with an effective date of January 1, 2018 as approved by CANFIELD ORD 2017-29 and YOUNGSTOWN ORD 17-365 (“2018 Agreement to Supply Water”); and

WHEREAS, the parties desire to continue to supply water one from the other as may be provided herein;

WHEREAS, by virtue of execution of this AGREEMENT, it is the Parties intent to fully and finally terminate the 2018 Agreement to Supply Water, with the terms and conditions of this AGREEMENT superseding and replacing the terms and conditions of the 2018 Agreement to Supply Water;

WHEREAS, the Council for the City of Youngstown has by Ordinance No.____ passed the ____ day of _____, authorized the Board of Control for and on the behalf of YOUNGSTOWN to execute a contract for the sale of water to CANFIELD; and, the Council for the City of Canfield has by Ordinance No.____ passed the ____ day of _____, authorized the purchase of water from YOUNGSTOWN and to execute a contract for same.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the parties do mutually agree as follows:

Section 1. Parties

1. **Parties:** This agreement is between the City of Youngstown (YOUNGSTOWN), an Ohio municipal corporation, located at 26 South Phelps Street, Youngstown, Ohio 44503 and the City of Canfield (CANFIELD), an Ohio municipal corporation, located at 104 Lisbon Street, Canfield, OH 44406.

Section 2. Term of Agreement

1. **Term:** The term of this agreement shall be from January 1, 2023 at 12:00 a.m. to December 31, 2053 at 11:59 p.m.

Section 3. Water Rates and Billing

1. **Sale of Water:** YOUNGSTOWN desires to sell and CANFIELD desires to purchase surplus bulk water from YOUNGSTOWN in accordance with the following:

2. **Billing:** YOUNGSTOWN will bill CANFIELD on a monthly basis. Canfield shall satisfy all bills within 30 days of receipt. In the event a bill is not satisfied by the due date, the bill and service shall be subject to the City of Youngstown's Water Department standard late payment policy, in effect at the time of the missed/late payment.
3. **Disputed Bill:** In the event of a disputed bill, CANFIELD shall provide notice to YOUNGSTOWN and deposit the billed amount with a mutually agreed upon escrow agent.
4. **Billable Unit Defined:** One billable unit is equal to 100 Cubic Feet.
5. **Amended Term Rates:** CANFIELD shall be billed in accordance with the following rates during the 30-year term subject to the terms of Section 6:

Contract Year	Year	Cost Per Billable Unit	Percentage Increase
Year 1	2018	\$4.21	7.75%
Year 2	2019	\$4.54	7.75%
Year 3	2020	\$4.89	7.75%
Year 4	2021	\$5.27	7.75%
Year 5	2022	\$5.68	7.75%
Year 6	2023	\$5.82	2.50%
Year 7	2024	\$5.97	2.50%
Year 8	2025	\$6.12	2.50%
Year 9	2026	\$6.27	2.50%
Year 10	2027	\$6.43	2.50%
Year 11	2028	\$6.43	0.00%
Year 12	2029	\$6.43	0.00%
Year 13	2030	\$6.43	0.00%
Year 14	2031	\$6.43	0.00%
Year 15	2032	\$6.43	0.00%
Year 16	2033	\$6.43	0.00%
Year 17	2034	\$6.43	0.00%
Year 18	2035	\$6.43	0.00%
Year 19	2036	\$6.43	0.00%
Year 20	2037	\$6.43	0.00%
Year 21	2038	\$6.43	0.00%
Year 22	2039	\$6.43	0.00%
Year 23	2040	\$6.43	0.00%
Year 24	2041	\$6.43	0.00%
Year 25	2042	\$6.43	0.00%
Year 26	2043	\$6.43	0.00%
Year 27	2044	\$6.43	0.00%
Year 28	2045	\$6.43	0.00%
Year 29	2046	\$6.43	0.00%
Year 30	2047	\$6.43	0.00%

6. **Rates from Year 11 - 30:** The parties mutually agree that after the 10th year of this Agreement, or any extensions of the Term, if the rate charged by YOUNGSTOWN to its

“inside city users” shall be increased, then the same percentage increase occasioned thereby shall be applied to CANFIELD. Notice of the increase shall be made to CANFIELD within thirty (30) days of the decision to increase rates.

7. Exclusivity: The above rates are based upon YOUNGSTOWN supplying CANFIELD at least 90% of its yearly water consumption. CANFIELD shall not purchase more than 10% of its water from any other sources during the term of this agreement without the express written consent of the City of Youngstown Water Commissioner. The City of Youngstown Water Commissioner shall not unreasonable withhold consent especially in times of drought or emergency.

8. Access to Metering: CANFIELD shall allow YOUNGSTOWN access to the Automated Metering Infrastructure (AMI) Collection Point located at 400 Hilltop Boulevard or commonly known as the HILLTOP Water Tank. This collection point shall be utilized by YOUNGSTOWN in the administration and operation of their AMI system to provide redundancy of readings.

YOUNGSTOWN shall allow CANFIELD the exclusive right to provide water to the City of Canfield Water Distribution System Serve Area known as “CANFIELD SERVICE AREA.”

Section 4. Infrastructure and Metering

1. Point of Delivery: YOUNGSTOWN agrees to deliver bulk water to CANFIELD at the meter pit located near the intersection of Kirk Road and State Route 11, Station 659+07.

2. Metering of Water: YOUNGSTOWN shall be responsible for metering all water at the point of delivery. YOUNGSTOWN shall be responsible for ensuring that the meters remain in good working order. All point of delivery meters shall be property of YOUNGSTOWN.

3. City of Canfield Water Distribution System: CANFIELD agrees to construct, provide, and maintain, at its own expense, the City of Canfield Water Distribution System, including all water lines, water feeder mains, hydrants, pumping and other facilities which may be provided or constructed to provide and deliver water from the point of delivery.

4. Delivery of Water By The City of Canfield Water Distribution System: Except as provided in Section 4.5, or as otherwise agreed to by the parties in writing, the City of Canfield Water Distribution System shall not be extended beyond the CANFIELD Service Area as depicted on Exhibit A; except that CANFIELD may supply the following addresses currently connected to the CANFIELD SERVICE AREA:

Address Number	Address Street
5192	S. Canfield-Niles Rd.
5193	S. Canfield-Niles Rd.
5165	S. Canfield-Niles Rd.
5110	S. Canfield-Niles Rd.
5721	Shields Rd.

5710	Shields Rd.
5731	Shields Rd.
5711	Shields Rd.
5741	Shields Rd.

5. Expansion of The City of Canfield Water Distribution System: The City of Canfield may only extend the City of Canfield Water Distribution System beyond the CANFIELD Service Area with the express written consent of the City of Youngstown Water Commissioner.

6. Repair, Construction and Maintenance Within CANFIELD: It is mutually agreed by and between the parties, irrespective of the covenants contained herein, that YOUNGSTOWN shall have no obligation to construct or assume any portion of the cost of any water lines, feeder mains, hydrants or other facilities necessary for the supply of surplus water to CANFIELD from the point of delivery to CANFIELD, or to construct or assume any portion of the cost of moving, relocating or extending the same due to any road widening or any improvement beyond the point or points of delivery.

7. Construction and Maintenance Standards: CANFIELD shall be responsible for constructing and maintaining the City of Canfield Water Distribution System in accordance with the standards of the Ohio Environmental Protection Agency (OHEPA) and the United States Environmental Protection Agency (USEPA).

Section 5. Liability and Compliance

1. Compliance: CANFIELD shall be solely responsible for City of Canfield Water Distribution System. CANFIELD shall ensure compliance with all relevant laws and regulations.

2. Liability. To the fullest extent permitted by law, YOUNGSTOWN and CANFIELD, in consideration of the mutual covenants hereinabove, hereby release and discharge each other from any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which (1) are caused in whole or in part by any action or omission, negligent or otherwise, of CANFIELD or YOUNGSTOWN, its employees, agents or elected or appointed officials or CANFIELD'S or YOUNGSTOWN'S subcontractors and their employees, agents or volunteers; or (2) are directly or indirectly arising out of, resulting from, or in connection with performance of this AGREEMENT, including any disputes arising from water service territory disputes or annexation proceedings.

3. Immunity: Neither party by virtue of this agreement waives its statutory or Common Law immunity.

Section 6. Water Quality

1. Water Quality: YOUNGSTOWN shall supply CANFIELD with bulk water that is the same quality as the water supplied to Youngstown residents.

Section 7. Capacity and Consumption

1. **Consumption:** CANFIELD agrees further to purchase from and YOUNGSTOWN agrees to provide, upon the terms and conditions and at the water rate charge herein, its daily bulk water service, which will not to exceed 40,000 billable units per month without the express written consent of the City of Youngstown Water Commissioner.
2. **M.V.S.D.:** It is further understood and agreed that the supply of water from YOUNGSTOWN and CANFIELD is dependent upon the Mahoning Valley Sanitary District (M.V.S.D.) and that the average monthly supply of water to be furnished as agreed hereinabove shall so be furnished subject to all reasonable requirements of YOUNGSTOWN being regularly supplied with water from M.V.S.D.
3. **Guaranty of Supply:** In the unlikely event of a supply cut or drought, YOUNGSTOWN agrees that it will supply CANFIELD on the same manner, terms and rations that it supplies water to City of Youngstown citizens.
4. **System Expansion:** YOUNGSTOWN agrees not to expand its system in a fashion that will negatively impact the water pressure in CANFIELD or reduce the supply of water to CANFIELD.

Section 8. Annexation

1. **Annexation:** The parties do mutually agree that if any portion of the area situated outside the corporate limits of CANFIELD shall become annexed to YOUNGSTOWN, then CANFIELD shall immediately release to YOUNGSTOWN, all rights of control and ownership of that part of the piping system and other facilities, whether now existing or herein constructed, which may lie within said annexed territory; specifically excepting however, the twenty-four inch water transmission line from the designated point of delivery at the center line of State Route 11, Station 659+07, to the City of CANFIELD, as shown on detained plans dated December 16, 1986, on file with MS Consultants, inc., which plans YOUNGSTOWN hereby acknowledges receipt and approval of by prior action and which exception from any obligation to release includes all easements, rights, conditions and properties acquired thereunder, but not including in said exception meters which, as aforesaid, shall have been the property of YOUNGSTOWN. This agreement, however, shall remain applicable as to any portion of said City of Canfield Water Distribution System not included within such annexed territory.

Section 9. Current Development

1. **Western Mahoning County:** CANFIELD shall provide to YOUNGSTOWN, free of charge, use of its lines to serve as a pass-through to reach the area which is east of the Millcreek Metroparks Bike Trail and South of the city of Canfield limits, excluding the Mahoning County Fairgrounds. Customers in Western Mahoning County, who receive water as a result of such access, shall be customers of YOUNGSTOWN.
2. **System Expansion:** Should it become necessary to expand the infrastructure within CANFIELD to service Western Mahoning County, YOUNGSTOWN and CANFIELD shall enter into a subsequent agreement addressing the cost and construction. CANFIELD shall not unreasonably obstruct any necessary expansion or construction.

Section 10. Termination

1. **This AGREEMENT** may be terminated by written mutual agreement between the parties.
2. **This AGREEMENT** automatically terminates on December 31, 2053.

Section 11. Notices

1. **Notice:** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been served when sent by registered mail or certified mail, return receipt requested, addressed, as follows:

As to YOUNGSTOWN:

Mayor
City of Youngstown
City Hall
26 South Phelps Street
Youngstown, OH 44503

With a copy to:

Law Director
City of Youngstown
City Hall – 4th Floor
26 South Phelps Street
Youngstown, OH 44503

With a copy to:

Youngstown Water Commissioner
City Hall
26 South Phelps Street
Youngstown, OH 44503

As to CANFIELD:

City of Canfield, City Manager
104 Lisbon St.
Canfield, Ohio 44406

City of Canfield, Law Director
104 Lisbon St.
Canfield, OH 44406

Section 12. General Terms and Conditions

1. **Modification:** No officer, official or agent of YOUNGSTOWN or CANFIELD has the power to amend, modify or alter this agreement or waive any of its conditions or to bind the parties by making any promise or representation not contained herein unless, explicitly provided for by the terms of this agreement. All material modifications must be approved by the respective legislative authorities and the respective Boards of Control.
2. **Transferability and Assignment:** This agreement shall not be assigned or transferred by either party.

3. **Modification and Waiver:** Any modification or waiver of this agreement shall be in writing and agreed by the authorized parties. All modifications will be strictly construed.
4. **Ohio Law and Regulation:** This Agreement shall be construed in accordance with and governed by the laws and regulations of the State of Ohio.
5. **Jurisdiction:** All disputes or litigation arising from this agreement shall be brought in the Mahoning County Court of Common Pleas. The parties hereby stipulate that jurisdiction and venue are proper in Mahoning County, Ohio.
6. **Merger Clause:** This contract supersedes and invalidates any and all prior contracts and agreements between the parties regarding the subject matter set forth herein.
7. **Mutual Drafting:** This agreement shall be construed as if it were jointly and mutually drafted by YOUNGSTOWN and CANFIELD. Ambiguities shall be construed equally against each party.
8. **No Joint Venture or Endorsement of Licensee:** The relationship between the parties hereto is solely that of supplier (YOUNGSTOWN) and purchaser (CANFIELD), and nothing herein shall be deemed or construed to create any franchise, joint venture, partnership or any fiduciary relationship other than that of supplier and purchaser. Purchaser shall have no power to obligate or bind Supplier in any manner whatsoever or to make any contract, warranty or representation on behalf of Supplier and shall not represent itself to the third parties as having such power.
9. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, constructed, and enforced as so limited.
10. **Waiver of Contractual Right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
11. **Incorporation of Recitals:** The foregoing recitals portion of this AGREEMENT is hereby incorporated by reference as though it were fully rewritten herein.

Approved as to form:

CITY OF CANFIELD

Law Director, Canfield

By:_____

Ordinance No. _____

Date: _____

Clerk Attest: _____

Approved as to form:

**CITY OF YOUNGSTOWN
BOARD OF CONTROL OF THE CITY
OF YOUNGSTOWN**

Law Director, Youngstown

Mayor

Finance Director

Law Director

Water Commissioner

Date



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2668
www.canfield.gov



DATE: JANUARY 12, 202

TO: MEMBERS OF COUNCIL

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

SUBJECT: A RECOMMENDATION TO COUNCIL.

At the regular meeting of the Planning and Zoning Commission on January 12, 2023, the following motion was made:

Mr. Decapua made a motion recommending to Council a replat of lots 300, 196, 197, 198 into lot 2853 by Farmers Bank. Zoned B-1.

The motion was seconded by Mr. Zarlenga.

This motion passed 5 - 0



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1416

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



DATE: JANUARY 12, 2023

TO: MEMBERS OF COUNCIL

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

**SUBJECT: A RECOMMENDATION TO COUNCIL TO AMMEND CANFIELD
CODIFIED ORDINANCE SECTION 1169.03 ACCESSORY BUILDING.**

At the regular meeting of the Planning and Zoning Commission on January 12, 2023, the following motion was made:

Mr. Decapua made a motion to recommend Council ammend Canfield Codified Ordinance Section 1169.03 Accessory Building.

The motion was seconded by Mr. Kristan.

This motion passed 5 - 0

MINUTES

CANFIELD CITY COUNCIL REGULAR MEETING/REORGANIZATIONAL MEETING JANUARY 4, 2023-5:30PM

Caucus: During the caucus, Mr. Morvay announced that council was going to take New Business, Item A off the agenda this evening.

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

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

ATTY. FORTUNATO: At this time, we need a Motion pursuant to Section 2.04 of the Rules of Council to change the order of business and move New Business, Item B, up to this point in the meeting.

MR. NACARATO: I'll make that Motion.

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

ITEM B: A Motion Appointing _____ to the Position of President of Council.

ATTY. FORTUNATO: This item that we're considering now is a Motion to appoint an individual to the position of President of Council.

MR. NACARATO: I make a Motion that we retain John Morvay as President of Council.

MR. DRAGISH: Second.

ATTY. FORTUNATO: Can we have a roll call on that nomination.

MR. TIECHE: Excuse me. Are we going to have any other nominations?

ATTY. FORTUNATO: Do you want to do it that way? However, you want it done.

MR. NEFF: Discussion on the Motion.

ATTY. FORTUNATO: Or I'll entertain any other Motions as well.

MR. NEFF: Well, as I've told John before, I would like to be President of Council. He's had it for 5 years. I think I could do a great job, better job. But he's done a good job. I'll just throw that out there but I'm not going to make a big deal about it because I understand the way caucuses work and he's got the votes. Just like in any caucus, I don't think I would prevail. I think there are a lot of things that council needs to be doing that we're not doing. I'll bring that up and get maybe a little bit more proactive for the rest of this year. I want to commend, last year, I voted not to give the 4 best employees raises. They do a great job. I did that because we were coming up on budgeting. Anyway, that's all I have to say.

ATTY. FORTUNATO: Any further discussion? Any other Motions? Hearing none, Patty.

ROLL CALL ON MOTION:

4 Votes-Yes
1 Vote-No (Mr. Neff)
Motion passes.
Motion 2023-01

ATTY. FORTUNATO: Mr. Morvay, you're up.

MR. MORVAY: Thank you.

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

Under **MINUTES**, the Minutes of the Public Hearing on December 21, 2022 and the Regular Meeting on December 21, 2022 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. TIECHE: I have either communication or report, I think you received a copy of the Parks Board Meeting. That would conclude my communications or report.

MR. MORVAY: Mr. Neff.

MR. NEFF: I have none.

MR. MORVAY: Mayor Dragish.

MR. DRAGISH: I have none.

MR. MORVAY: Mr. Nacarato.

MR. NACARATO: I have none.

MR. MORVAY: Under communications, I do have a few items here. Tom Danko brought this to my attention. I thought it was a pretty good idea. He suggested that we find services that we can offer the citizens of Canfield. For example, the rental of Fair Park. Maybe our residents get a break, a discount. Maybe it's looking at trash removal and a citywide contract. A lot of numbers, lowering our premium. So, I've asked Tom to come up with a list and some ideas because he seemed to have a few. I told him to put some things on paper and I would try to look at some different things and maybe that would be a possibility going forward. I had some interest in a community garden, which kind of tied into Tom's ideas too. Maybe a community garden at Fair Park or wherever. Maybe look at getting some grant money or funding from businesses to help that. So, those are some ideas. I thank Tom for bringing that to my attention. Mark, we were just discussing the signs on the Green. Whether or not, it would be feasible or we can do it, have our companies in Canfield or residents, if they had a special event, like an anniversary or a birthday, or a business wanted to advertise for whatever reason and they would pay us something to put a sign. They would have to come up with a sign. We were just thinking of that. We don't know the feasibility or probability of it. But maybe that's something we can look at or think about.

ATTY. FORTUNATO: We wouldn't be able to regulate that by content. So, a \$180,000 crack party, is going to get up there, the same as the Neff's anniversary party, you know what I mean. You can't regulate by content.

MR. TIECHE: Is that going to be in compliance with our sign ordinance, as far as zoning is concerned? How would that be handled as far as the Design Review Committee? It can get to be pretty trashy if you have 15.

MR. MORVAY: The signs on the Green.

MR. NACARATO: The two sign boards that were done. When they're empty, they don't look nice. Let me rephrase this a little bit. I brought up originally that maybe we could get signs that say, Welcome to Canfield or signs that have a Canfield Cardinal on it, so when they're not being used for other advertisements for other events, instead of having them empty, we can have those in there. Now that they're lit and visible, they look stupid empty.

ATTY. FORTUNATO: I'll be happy to take a look at that.

MR. NACARATO: It started off like that.

ZONING INSPECTOR: Our sign ordinance wouldn't permit a business. No business off sight could have a sign.

ATTY. FORTUNATO: But if it's our sign and we're not subject to our zoning.

ZONING INSPECTOR: If somebody wants up there forever.

MR. TIECHE: Who gives permission to put the sign in the sign board and can one business potentially make a request for year-round and then it would be used for publicity.

MR. NEFF: Right now, that's what I was going to ask, Patty.

CLERK: Two weeks.

FINANCE DIRECTOR: It's just one week and two if it's available.

MR. NEFF: Does it cost anything? It's free to the public but they have to pay for the sign. I would like to see us make a sign that says, Council Meeting, Wednesday, 5:30, so that we can slip it in there when it's free. Maybe we'll get more than.... not that we don't appreciate your attendance but maybe we could get a few more residents that would come, that would be great.

ATTY. FORTUNATO: Okay, we'll start working on that.

MR. MORVAY: Just some thoughts. Chief communications?

CHIEF OF POLICE: Christine, John and Mark will be soon working on this, we've been collecting information to submit for the EPA Loan for the water towers. We have a structured outline of the criteria that needs to be submitted to the EPA. We put all that together. The rest will be report.

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

MR. MORVAY: Mr. Tieche you said you already gave your report.

MR. TIECHE: One thing that we did do is, we welcomed a new member to the Parks Board this year, Betty Aberson of Scott Street was appointed to the Parks Board. She attended her first meeting.

MR. NEFF: I don't have any report. We have a meeting tomorrow, right Mike?

ZONING INSPECTOR: Next week.

MR. MORVAY: Mayor Dragish.

MR. DRAGISH: I have no report this evening.

MR. MORVAY: Mr. Nacarato.

MR. NACARATO: Design Review met last evening. We also welcomed two new members, Joe Testa has joined the Design Review Board and Joe is a local builder who lives within the Design Review District, so it's nice to have somebody that is in our district as part of our board. Then we welcome back Eric Axelson to our board. Eric is an electrical engineer. He was on our board, prior and termed out. He has since been able to reapply for the board. We welcomed him back. We voted Eric as the President of the board. Eric Axelson is our new President of Design Review.

MR. MORVAY: I sit on the Fire District, so some things that are going on there, we did get a grant approved for a little over \$21,000 for MARCS Radios. They are more efficient, communicative wise. In Mahoning County, we need more towers for this MARCS System, so we've gone back to whoever it is and asked them to possibly put a tower or a signal on one of our towers. Otherwise, these MARCS Radios probably wouldn't be that efficient. So, we're working through that but the grant was approved for almost \$22,000.

In December we had 208 total calls. Of the 208 calls, 106 were transports by the EMS. In 2022, we had 2,536 calls, total and 1,669 of those calls were EMS calls, transports. I don't have the numbers from 2021 but I know that, that is up from 2021. So, we keep getting busier and busier at the Fire District.

MR. TIECHE: John, do you know whether the Fire District has any kind of an emergency response between them and the City of Youngstown for mutual aid?

MR. MORVAY: Not ambulance. We may occasionally have a fire but not ambulance.

MR. NEFF: The radios are they compatible with the existing old radios?

MR. MORVAY: It's a whole new system. These new MARCS Radios can communicate across and Chief you probably know more about this than I do but I guess they can communicate across all avenues.

CHIEF OF POLICE: It's the State of Ohio Radio Network. I've been told Austintown is compatible ours is for sure. We're up and running on it right now.

MR. NEFF: Is that the type of radios that the police have?

CHIEF OF POLICE: No. Ours are compatible with MARCS but we are on the countywide 800 system. Our cruisers our portables are all compatible with MARCS. I would tell you that I've offered this to the county, and they've not been interested. They have been (inaudible) but MARCS, I couldn't think of a better place than our water tower. There is space. It's available. Those towers are a premium to build. I don't know what council would think but I would recommend suggesting that as a possibility.

MR. TIECHE: The only concern I would have is if we'd have to check out what their grounding is, radio frequency and whether that creates any kind of situation where we maybe have deterioration in the metal portions of the tank.

CHIEF OF POLICE: I agree with you completely. That brings up a good point, part of the refinishing project up there is going to be refinishing what we currently have up there now. We have a valuable asset in that tank for many reasons. Radios are expensive. If we can offset that price for fire or police.

MR. TIECHE: We're going to have potentially multiple radio transmitters at each of these locations? If we're putting MARCS on, everything else is going to go away?

CHIEF OF POLICE: I don't understand.

MR. TIECHE: Well, do we have multiple transmitters on each of these antennas?

CHIEF OF POLICE: They're independent.

MR. TIECHE: Okay. Do they have to be so far away, one from the other, so they don't step on one another?

CHIEF OF POLICE: Yes. There is enough room to filter that out.

MR. TIECHE: Okay.

MR. NEFF: The 21 or 22K, did that get enough radios for the Fire District? Do you still need more?

MR. MORVAY: We still need more.

CHIEF OF POLICE: Those radios that we carry are 4 to 5 thousand dollar each.

MR. MORVAY: We applied, it was like \$40,000 that we applied for but we had extra batteries, extra this, extra that. So, the radios were just short. But if we can utilize that grant we would certainly do that. As it stands right now, we need that antenna.

CHIEF OF POLICE: We just bought two and it was \$10,000. If we can offset that having an antenna somewhere here in Canfield (Inaudible).

MR. NEFF: How is personnel at the Fire District? Are we okay with paramedics?

MR. MORVAY: Yes. We're good. We're constantly searching for EMS part time and full time. We had a special meeting, we hired a guy and a day later found out that he went somewhere,

Cleveland I believe, and was going to get paid \$40,000 more than we were able to offer him. We're constantly looking for individuals but we're okay. We're staffed good right now. We got a good crew. But we're constantly looking. Mr. Rapp, our Public Works Superintendent.

PUBLIC WORKS SUPERINTENDENT: Good evening. Kirila Excavating will be hopefully within the next week will start the Herbert and Route 46, 12-inch line, horseshoe that they're going to do. It was slip-lined at one time in the past, so we're going to reconnect that. It was ongoing from this past year but it got delayed. It's finally going to happen. It was the same time we did the Bradford Waterline Replacement. Hopefully, they'll get that completed. It shouldn't take that long, a week. I don't foresee any traffic issues because of the boring of the road on Herbert.

Just a reminder, we're picking Christmas Trees up. We're taking them to the recycle area through January, as long as they keep that recycle area opened.

We had a water break on Brookpark, crews repaired that.

We began doing some tree trimming in the cemetery, pruning trees. We're still sucking out catch basins from the leaves, we just finished that up yesterday.

Also, just a reminder, the cold weekend we had on Christmas weekend, if you have pipes or meters on outside walls, make sure you have heat and warmth to keep those from breaking. We had about a half dozen calls over Christmas weekend and into that week when it thawed. There were busted lines all through the houses. We were getting calls all through the night. Somebody comes home and finds busted pipes. It's getting to that time of year, so make sure you have heat or open up your cabinets and let that heat get in there. It's a mess. That's all I have.

MR. MORVAY: We had a water break on Skyline.

PUBLIC WORKS SUPERINTENDENT: We did. We had one on Skyline. We've had 4 recently, Skyline, Brookpark, Sleepy Hollow.

MR. MORVAY: I was just toying around with that Ring Doorbell and Echo and there is something on there about you can get a Watchdog for your waterline and it connects to your smartphone. It tells you if you're using water or not. I'm not versed on it but I did see something on there. It's a smart water reader or something like that they call it.

PUBLIC WORKS SUPERINTENDENT: It's a good idea to shut the valve off at the meter if you're going to be away for an extended period of time.

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

FINANCE DIRECTOR: Post cards will be mailed by the end of the month with information on how to obtain the city income tax return and what to include when you file. There is an option

to E-file and pay anything that you owe on the city website. Just click on Income Tax and about half way down that page. Exemption Certificate for retired individuals is also going to be mail to taxpayers that we've identified in our software as being retired. All they have to do is sign that stating they don't have any earned income for the year 2022 and send it back, in lieu of doing a return.

MR. MORVAY: Mr. Cook our Zoning Inspector.

ZONING INSPECTOR: For the month of December, we issued 6 permits for a total valuation of \$80,095.00. For 2022, we issued 345 for \$6,444,576.00. We had a pretty decent year this year.

CLERK: No report.

CHIEF OF POLICE: Last fall, restrooms and portable toilets were damaged multiple times at Greasel Park. The porta potty's, multiple times they had to change them out. Through good detective work, our department identified the juveniles that were responsible for the damage. They were charged, however, their families (I don't know if they're taking it out of their allowances or whatever) are paying for the damage that was caused. Hopefully, it sends a message that those porta potty's and toilets are used by the Pickleball people and the people that visit our parks and we're not going to put up with it. It's been a little a little time. I've been asked twice over the last few months if we'd made any headway on finding the people that did it and we did. Our patrol officers put it together and did a good job. They're paying for the damage. Hopefully, one day, well I won't bring up cameras. Maybe one day our parks will have them, maybe not.

FLOCK, I reported last time, we have 14 cameras going up, 13 of the 14 are up. The only one that is not up is Fairground and South Broad. Chuck, you might remember this, years ago when we put the curbs in, it used to be gravel berm, and that section of Fairground to Dellapennas driveway, they put a steel grid in the ground, during the fair we put our police cars on there for traffic control. I think we worked with Gary Diorio on that. We did that so the ground doesn't compress. They ran into it with the pole. So, we're trying to find a new location. They were going to investigate and I said, you don't need to, I know what's down there. That one has to go up. That will be the last one. Since Mahoning County are proposing FLOCK, multiple local police departments, Beaver, Poland, are looking at FLOCK. Two departments have utilized our system already.

MR. TIECHE: Are all the FLOCK Systems stationary systems and used only for identification of vehicles coming in and out of the city and they don't have the capability of monitoring speed and issuing citations?

CHIEF OF POLICE: Correct. They have zero capability of monitoring speed, zero capability of issuing a citation or warning for speeding. Absolutely, only reading license plates and logging dates and times. They could be mobile but we're not going to pull them out, they're permanent where they're at.

MR. TIECHE: Do they receive any reimbursement from us for having them in? We got a grant to have them installed and that kind of thing. Is there any (I guess) rebate that goes back to the FLOCK System for us using them?

CHIEF OF POLICE: No.

MR. TIECHE: Thank you. That was a question that came up in Parks Board.

CHIEF OF POLICE: Any questions you get you can answer or refer them to me, I'm always around to answer those questions. From the City Manager side, our people have been told to get Capital Budget requests in by mid-January. Christine and I will be meeting end of January or beginning of February. As I told one member of Council earlier today, any of you are invited to sit in on those with Christine and I. I have no objections whatsoever to sitting down with any of you and Christine and let you know what we do and how we do it. The cost saving attempts that we make every year. Every year we try and do our best to conserve. I'd have to go back, I don't want to misquote myself but I'm confident that when we put out that first levy our budget actually decreased rather than increased. We do a good job. I want you guys to sit down and see how we do it. I will definitely inform you as to when. Obviously, we can't have more than two. We'll have budget hearings for council and the public in February and early March. Hopefully, we'll be able to wrap it up by the second meeting in March.

MR. TIECHE: The Parks Board will have a request to you shortly after the February 7th meeting.

CHIEF OF POLICE: I got one from, I don't know if it's the Parks Board but the Pickleball crew.

MR. TIECHE: They did not submit that to the Parks Board.

CHIEF OF POLICE: Is the formal route, Parks Board and then City?

MR. TIECHE: Yes. Unless City Council wants to change that policy.

CHIEF OF POLICE: No. I'll make sure that gets addressed. I want to make sure that gets considered.

MR. TIECHE: One other comment with regard to Parks Board, down at Greasel Park, the trash receptacle that sits there, it seems like that got that pretty torn up with the trucks coming in a dumping. Do you notice that at all? Is that something that we ought to consider getting a concrete slab in there to put that dumpster on?

PUBLIC WORKS SUPERINTENDENT: No, I haven't. I can take a look at it. Both parks need new asphalt in the areas but a concrete slab would probably be a good idea.

CHIEF OF POLICE: Finally, I did speak with Millennial Moments last week (Mr. Amedia) I explained to him that council already approved MS Consultants for the inspection of Phase 2 of Millennial Moments. There was talk about possibly saving money for not doing the inspection but as we all know, this is a long-term investment, this is like something that can come up in 30 years, making sure that we have identified exactly where everything is underground.

PUBLIC WORKS SUPERINTENDENT: How it's installed.

CHIEF OF POLICE: And how it's installed. Like a meeting or two ago, there was something in the backyard on North Broad, maybe where there wasn't an inspection plate but something where everything came together, a box of some sort. It wasn't listed, we didn't know it was there.

PUBLIC WORKS SUPERINTENDENT: A storm drain. It was during the sewer test.

CHIEF OF POLICE: These are things we want to make sure are documented and done right. MS Consultants will be out there working together with their contractor. Not breathing down their neck but making sure it's done

MR. TIECHE: As we were talking about the inspections out at Millennial Moments before, I think I raised the question about, is the fee that we are paying to MS going to be in any way recovered through Millennial Moments through their tap in fees.

CHIEF OF POLICE: We've discussed that and the answer to that is, it's possible.

ATTY. FORTUNATO: Wade did the math on the tap in fees and I think it is incorporated into that.

FINANCE DIRECTOR: Somewhat. We don't know what the cost is to MS until they're done. They're already pulling permits and we've already approved.....

MR. TIECHE: They're pulling permits on water and sewer projects that aren't installed yet?

COLLECTIVELY: No.

FINANCE DIRECTOR: They're doing phases.

ATTY. FORTUNATO: We're referring now to phase 2. Phase 1, the cost is baked into that.

MR. TIECHE: Phase 1, I thought that we talked about including that. I was just asking a questions, phase 2, are we going to build that into the permits as well.

CHIEF OF POLICE: The language was the same.

MR. TIECHE: My concern is, we shouldn't have to pay for those costs.

CHIEF OF POLICE: I agree. We can certainly go back and make sure.

MR. NEFF: MS Consultants wouldn't be out there every 8-hour day, right? They would go out to inspect as needed. Scheduled weekly or something.

CHIEF OF POLICE: No. Right. That's my understanding.

PUBLIC WORKS SUPERINTENDENT: They work with the contractor and the contractor is on a schedule of when they're going to be there and when they're not.

CHIEF OF POLICE: That's exactly my understanding.

MR. TIECHE: Be very careful, if they know you're not going to be there.

CHIEF OF POLICE: I do believe they were thorough in Phase 1 when we weren't there.

MR. TIECHE: If you're comfortable with that, that's fine.

CHIEF OF POLICE: You're right, 100%.

PUBLIC WORKS SUPERINTENDENT: I do my share of popping in unexpectedly as well.

CHIEF OF POLICE: That's the end of my report.

ATTY. FORTUNATO: No report.

Under **QUESTIONS on REPORTS:**

MR. MORVAY: Council, any other questions for these reports that we've just heard? Hearing none. Residents any questions or concerns with these reports? Hearing none, we'll move on.

Under **Recognition of Persons Desiring to appear before Council:**

MR. MORVAY: I have none but I'll entertain. Hearing none.

Under **OLD BUSINESS**, we have none.

Under **NEW BUSINESS:**

ITEM B: A Motion Appointing an Acting Manager

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

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. TIECHE: Mr. President, I have a Motion appointing an acting manager. I move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Chief, why do we do this every year?

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

For calendar year 2023 the following progression of employees that shall serve as acting manager during the absence or disability of the manager are as follows:

- 1) Police Chief
- 2) Finance Director

ATTY. FORTUNATO: It's a wonderful thing to have this as a year-long appointment when needed. Rather than having to act every time you need it. I think we started doing this awhile back and it came in handy this year.

MR. MORVAY: It sure did. Council questions or concerns? Hearing none. Residents, questions or concerns?

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. It wouldn't be a yearly thing if I didn't say, I think Christine should be sitting in that spot because she is a citizen and her husband is a gardener. Thank you.

CHIEF OF POLICE: Do you want the job?

FINANCE DIRECTOR: No. (Laughter).

MR. MORVAY: Hearing no other discussion, roll call.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Motion 2023-02.

Under **Council Comments:**

MR. TIECHE: I have no comments this evening.

MR. NEFF: I wondered if there is any update on the gazebo project?

MR. NACARATO: As it stands right now, we just actually spoke to the project manager Paul Shurba, Eric Axelson and the architect went in and inspected what has been done to date, they're very happy with the way the contractor followed through on everything. The contractor has the pillars and they should be done next week. They're being built by Carter Lumber. They should be done and ready by next week. The railings and everything that were done by Baird Brothers are ready, that are at the contractors being painted. As soon as those columns come in, we'll be able to move forward to get the project complete.

MR. NEFF: Would it be possible to postpone the ramp until or is that just going to happen because we don't have the clear.....

MR. NACARATO: No, actually that is going to be on hold until once we get phase 1, let's call this, done we'll sit down and discuss better on how that ramp is going to work out. Going through and looking over everything, we're not sure exactly how and what's going to work out best. We talked about a natural grade ramp and in looking over that, it may not be the route to go. So, we're going to look into a few things. That probably will be phase 2 and won't happen until spring at this point.

MR. TIECHE: Has the issue with regard to what the grade is on the handicapped accessible ramp been addressed?

MR. NACARATO: That's what we're working on right now.

MR. TIECHE: Okay.

MR. NACARATO: That's why we're thinking that the natural grade ramp may not be the way to go.

MR. TIECHE: The concern that I have is, the city is ultimately going to be the owner of this facility, if it doesn't meet that standard, is the city potentially liable.

MR. NEFF: Is there any charge on using the gazebo?

CLERK: It's free.

MR. TIECHE: We could establish a fee for the use of the gazebo, like we do other facilities like Greasel Park.

ATTY. FORTUNATO: You can.

MR. DRAGISH: I think it's been free to the community. Because we built it, they're going to say, now they want their money back.

MR. TIECHE: Money would not go to Rotary. It would go to a maintenance fund to maintain the gazebo.

MR. NEFF: Or putting restrooms on the Green.

MR. MORVAY: Mayor Dragish any comments?

MR. DRAGISH: No comments.

MR. NACARATO: I want to wish all our citizens a blessed 2023 and hopefully it will be a better year for all of us.

MR. MORVAY: I would conclude, I'd like to thank my colleagues for appointing me as President. I will continue to work hard for the residents and our city. The top 4 goals that I have this year:

1. Find a manager. Not that chief isn't doing a great job but it's important that we find a suitable manager for the city.
2. Red Gate is next. Try to get some affirmative action and show the residents what we've been working on.
3. City development is next important. We've got some vacant buildings in town and I think that's a priority.
4. Housekeeping our zoning. Keeping our city beautiful. Those are the things, primarily that I'll be focusing on this year. With that we're adjourned. Thank you.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

