

AGENDA

CANFIELD CITY COUNCIL **REGULAR MEETING** November 5, 2025-5:30 P.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

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

10. OLD BUSINESS

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

11. NEW BUSINESS

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

- A. An **Ordinance** Authorizing Change Order Number 2 (Final) for Karvo Companies, Inc. and Declaring said Ordinance an Emergency. (2025 Paving Program)

Description: The 2025 Paving Program was awarded to Karvo Companies on 6-18-25 in the amount of \$402,823.0. This is a deduct from the original amount of \$90,046.75.

Action Needed: Consideration of Ordinance

Attachment(s): Description of quantities.

- B. An **Ordinance** Authorizing the City Manager to Sign A Contract for General Engineering Services with MS Consultants, Inc for the Year 2026.

Description: The original Contract was passed in November of 2023. It is a 4-year contract, 2024-2027. Each year there is a task order that needs passed. This is task order #3.

Action Needed: Consideration of Ordinance

Attachment(s): Original Contract Signed in 2023.

C. A **Motion** changing the date of the first council meeting in 2026.

Description: The City Charter states we have to organize by January 5th following each regular municipal election. Our first meeting falls after the 5th of January. We are moving the 1st council meeting in January to January 5th.

Action Needed: Consideration of Motion

Attachment(s): N/A

12. Council Comments

13. Adjournment

Introduced By: _____
First Reading: _____

ORDINANCE

**AN ORDINANCE AUTHORIZING CHANGE
ORDER NUMBER 2 (FINAL) FOR KARVO COMPANIES, INC.AND DECLARING
SAID ORDINANCE AN EMERGENCY.

(2025 PAVING PROGRAM)**

WHEREAS, the Council of the City of Canfield authorized the City Manager to enter into a contract with Karvo Companies, Inc. (Ordinance 2025-14) on June 18, 2025 in an amount not to exceed Four-Hundred Two-Thousand Eight-Hundred Twenty-Three and 01/100 (402,823.01) based on a public bid; and

WHEREAS, the Engineer recommends a Change Order pursuant to Section II of the Contract; and

WHEREAS, change order number 1 was in the amount of \$3,458.75 was for striping and there was not a change to the contract dollar amount; and

WHEREAS, Council desires to authorize Change Order 2 (Final).

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

Section 1: Change Order 2 (final) hereby authorizes a deduct to the original contract amount, in an amount of (\$90,046.75) pursuant to the quantity adjustment.

Section 2: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of the fact that it is necessary to meet invoice due date obligations.

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., 2025.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

CITY OF CANFIELD
YEAR 2025 PAVING PROGRAM

CHANGE ORDER NO. Two (Final)

DATE: September 9, 2025

Contr. Karvo Companies
 Address: 4524 Hudson Drive
 Stow Ohio 44224

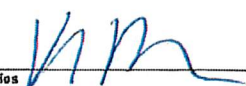
ITEM NO.	DESCRIPTION	ORIG. QTY.	REVISED QTY.	OVER/ (UNDER)	UNIT COST	TOTAL COST
COURT STREET						
254	PAVEMENT PLANING, ASPHALT CONCRETE, FULL WIDTH 1.5" APP	3,033	3239.00	206.00	\$1.01	\$372.86
407	TACK COAT	303	323.90	20.90	\$2.25	\$47.03
441	ASPHALT CONCRETE SURFACE COURSE TYPE 1 (448) PG64-22	140	126.54	(13.46)	\$190.00	(\$2,567.40)
COLONIAL DRIVE						
254	PAVEMENT PLANING, ASPHALT CONCRETE, FULL WIDTH 1.5" APP	6,624	4654.00	(1970.00)	\$1.81	(\$3,565.70)
407	TACK COAT	628	465.40	(160.60)	\$2.25	(\$361.35)
441	ASPHALT CONCRETE SURFACE COURSE TYPE 1 (448) PG64-22	285	231.55	(53.45)	\$190.00	(\$10,155.50)
DARTMOUTH DRIVE						
254	PAVEMENT PLANING, ASPHALT CONCRETE, FULL WIDTH 1.5" APP	8,389	8459.00	70.00	\$1.81	\$128.70
407	TACK COAT	839	845.90	6.90	\$2.25	\$15.52
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448) PG64-22	385	353.82	(31.18)	\$190.00	(\$5,924.20)
MISCELLANEOUS REPAIRS AS DIRECTED BY ENGINEER						
252	PARTIAL DEPTH PAVEMENT REPAIR	1,061	26.22	(1034.78)	\$28.00	(\$28,973.84)
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22 SCRATCH COURSE	200	0.00	(200.00)	\$230.00	(\$46,000.00)
ALLOWANCE DIRECTED BY THE ENGINEER						
SPEC	ALLOWANCE DIRECTED BY THE ENGINEER	1	0.138	(0.86)	\$25,000.00	(\$21,541.25)
ALTERNATE NO. 1 CARRIAGE HILL DRIVE						
254	PAVEMENT PLANING, ASPHALT CONCRETE, FULL WIDTH 1.5" APP	1,715	1805.00	90.00	\$1.85	\$166.50
407	TACK COAT	172	180.50	8.50	\$2.25	\$19.13
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22	71	87.24	16.24	\$205.00	\$3,329.20
251	PARTIAL DEPTH REPAIR, AS DIRECTED BY THE ENGINEER	103	173.00	70.00	\$45.00	\$3,150.00
ALTERNATE NO. 2 - MONTGOMERY DRIVE						
254	PAVEMENT PLANING, ASPHALT CONCRETE, FULL WIDTH 1.5" APP	1,349	1988.00	619.00	\$1.85	\$1,145.15
407	TACK COAT	135	198.80	61.80	\$2.25	\$139.05
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22	58	58.47	2.47	\$205.00	\$506.35
251	PARTIAL DEPTH REPAIR, AS DIRECTED BY THE ENGINEER	81	0.00	(81.00)	\$45.00	(\$3,645.00)
ALTERNATE NO. 4 LISBON STREET REPAIR						
251	PARTIAL DEPTH PAVEMENT REPAIR	145	407.00	262.00	\$55.00	\$14,410.00
ALTERNATE NO. 5 NORTH BROAD REPAIR						
251	PARTIAL DEPTH PAVEMENT REPAIR	835	1205.00	370.00	\$25.00	\$9,250.00

JUSTIFICATION:

FINAL QUANTITY ADJUSTMENT.

TOTAL AMOUNT (\$90,046.75)

THIS CHANGE ORDER SHALL CONSTITUTE A FINAL SETTLEMENT OF ALL MATTERS RELATING TO THE CHANGE IN THE WORK THAT IS THE SUBJECT OF THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO, ALL DIRECT, INDIRECT AND CUMULATIVE COSTS ASSOCIATED WITH THE CHANGE AND ANY AND ALL ADJUSTMENTS TO THE CONTRACT PRICE AND THE CONTRACT TIME.

Submitted By:  Karvo Companies Prepared and Recommended By: Steve Preston msc consultants, inc.		ORIGINAL CONTRACT AMOUNT PREVIOUS CHANGE AMOUNT THIS CHANGE REVISED CONTRACT AMOUNT APPROVED BY:	\$402,823.41 \$0.00 (\$90,046.75) \$312,776.66 _____ Christine Stack-Clayton Finance Director
		DATE: 10/10/2025 DATE: 10-15-25 DATE:	DATE:

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO SIGN A CONTRACT FOR GENERAL ENGINEERING SERVICES WITH
MS CONSULTANTS, INC FOR THE YEAR 2026

WHEREAS, the City of Canfield entered into a contract with MS Consultants, Inc on November 15, 2023 for General Engineering Services; and

WHEREAS, the contract was for 4 years with task orders for each year.

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

Section 1: The City Manager is hereby authorized to execute task order #3 per the contract passed on November 15, 2023 for 4 years.

Section 2: The cost of said basic service shall not exceed \$66,769.00 for the term of the contract (January 1, 2026-December 31, 2026). The rate will be based upon the appropriate yearly rate schedule as set forth in the contract attached hereto for the calendar year 2026. The cost of said basic service will be explained out of the city’s General Fund.

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. 2025.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

original
11-15-23

AGREEMENT

CITY OF CANFIELD, OHIO

and

ms consultants, inc.

FOR

THE PERFORMANCE OF ENGINEERING, ARCHITECTURAL, AND PLANNING SERVICES

This AGREEMENT entered into this 15th day of November, 2023 by and between the City of Canfield, Ohio, hereinafter referred to as the Owner, and **ms consultants, inc.**, Engineers, Architects, and Planners, a corporation duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Engineer, with offices located at 333 East Federal Street, Youngstown, Ohio, 44503.

WITNESSETH:

That, the Owner and the Engineer, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

SECTION 1

Services of the Engineer

1.1 TASK ORDER #1: 2024 GENERAL SERVICES

- 1.1.1 Attend up to two (2) regularly scheduled City of Canfield Council meetings during the term of agreement.
- 1.1.2 Attend four (4) staff meetings per calendar month at the City of Canfield to discuss and review work to be accomplished.
- 1.1.3 Review plats, replats, and roadway dedications that are submitted for action by the Owner's Planning Commission. Review will be performed for general conformance with the Owner's Subdivision and Land Development Regulations. This task will be performed by an individual with a Registered Surveyor classification.
- 1.1.4 Keep the Owner's City Manager informed on any federal or state grants of any nature that may be available for engineering projects and assist the Owner in the preparation of applications and supporting documents for governmental grants and/or loans.
- 1.1.5 Assist the Owner in the preparation of the Ohio Public Works Commission (OPWC) grant applications and represent the Owner at the District 6 Integrating Committee Project Scoring Meetings as required from time-to-time.

- 1.1.6 Provide telephone consultation and other miscellaneous engineering services as may be required from time-to-time and which is NOT associated with a specific project or assignment including review of resident concerns and problem areas in the City of Canfield.
- 1.1.7 The Engineer shall attend miscellaneous meetings with funding and planning agencies from time to time that are relative to the Owner's future projects. If requested by the Owner, the Engineer shall also organize and conduct an annual Strategic Planning Meeting with the Owner to discuss the status of current projects and discuss future projects including funding alternatives.
- 1.1.8 Provide consultation with respect to various economic development entities and processes and projects.
- 1.1.9 Provide general consultation advice regarding municipal planning.
- 1.2 TASK ORDER #2: 2025 GENERAL SERVICES
 - 1.2.1 Scope shall be as described in Paragraph 1.1.1 to Paragraph 1.1.9.
- 1.3 TASK ORDER #3: 2026 GENERAL SERVICES
 - 1.3.1 Scope shall be as described in Paragraph 1.1.1 to Paragraph 1.1.9.
- 1.4 TASK ORDER #4: 2027 GENERAL SERVICES
 - 1.4.1 Scope shall be as described in Paragraph 1.1.1 to Paragraph 1.1.9.
- 1.5 WHEN AUTHORIZED IN WRITING, provide the Owner with the following SUPPLEMENTAL ENGINEERING SERVICES. These services will be conducted following written authorization by the Owner under this agreement. The fees associated with each task are listed within this paragraph and are the costs based on the payment terms of this contract. These costs shall be in addition to the contract amount described in Paragraph 3.1 and shall be invoiced at the hourly rates shown on the Billing Rate Schedule contained in Exhibit B dependent upon the calendar year in which the work is being performed.
 - 1.5.1 Attend additional regularly scheduled City of Canfield Council Meeting. The cost of this task per meeting shall not exceed \$500.00. This task will be performed by an individual with a Project Manager classification.
 - 1.5.2 Attend an additional staff meeting. The cost of this task per meeting shall not exceed \$500.00. This task will be performed by an individual with a Project Manager classification.
 - 1.5.3 Prepare the OEPA Storm Water Program Annual Report due each year by March

31st. The cost of the report preparation and submittal shall not exceed \$600.00 per calendar year.

- 1.5.4 Promptly update the Owner's Zoning Map, Soil Map, Design Review Area Map, Historical Area Map, Thoroughfare Map, and Land Use Map and provide the required copies of these maps to the Owner. The cost of this task shall not exceed \$2,650.00 per calendar year.
- 1.6 Provide the Owner with the following TASK ORDER SUPPLEMENTAL ENGINEERING SERVICES. These services will be conducted either by a separate agreement or by a Task Order Request supplementing this contract as issued by the Owner under this agreement. The costs (including hours and hourly rates) associated with the following tasks shall be negotiated at the time of authorization.
 - 1.4.1 Review new subdivision construction plans, roadway plans, utility plans, land development plans, and grading plans that are submitted to the Owner. Review will be performed for general conformance with the Owner's Subdivision and Land Development Regulations.
 - 1.4.2 Furnish the services of special consultants as may be required and requested to meet specific project needs.
 - 1.4.3 Furnish renderings or exhibits as may be requested.
 - 1.4.4 Travel to places other than the Owner's Business office in connection with the performance of supplemental services.
 - 1.4.5 Serve as an expert witness in any administrative or judicial proceeding.
 - 1.4.6 Attendance at special meetings as requested by the Owner.
 - 1.4.7 Other professional engineering, architectural, and planning services as may be reasonably requested.
 - 1.4.8 Based on information provided by the Owner and scope agreed upon with the Owner, prepare a map showing the locations of known storm water detention basins and discharge points.
- 1.5. Engineer shall designate an individual as the lead engineering consultant to the Owner. In the event that the Owner is dissatisfied with the service of such individual, Engineer shall replace the lead engineering consultant to the Owner's satisfaction.

SECTION 2

Period of Services

- 2.1 The Engineer agrees to commence work immediately after receipt of this signed agreement, unless noted otherwise. The term of this Agreement is described in Exhibit A – Project Schedule for Engineering, Architectural, and Planning Services.

SECTION 3

Payments to the Engineer

- 3.1 Task Order #1: The Owner shall pay the Engineer for services rendered under Section 1, paragraphs 1.1, subject to Section 5.1, a fee calculated on an hourly basis per classification of those assigned to the tasks included in this agreement. For these Services, the total cost shall not exceed **Sixty Thousand Nine Hundred Fifty-Nine Dollars and No Cents (\$60,959.00)**.
- 3.2 Task Order #2: The Owner shall pay the Engineer for services rendered under Section 1, paragraphs 1.2, subject to Section 5.1, a fee calculated on an hourly basis per classification of those assigned to the tasks included in this agreement. For these Services, the total cost shall not exceed **Sixty-Three Thousand Eight Hundred Sixty-Four Dollars and No Cents (\$63,864.00)**.
- 3.3 Task Order #3: The Owner shall pay the Engineer for services rendered under Section 1, paragraphs 1.3, subject to Section 5.1, a fee calculated on an hourly basis per classification of those assigned to the tasks included in this agreement. For these Services, the total cost shall not exceed **Sixty-Six Thousand Seven Hundred Sixty-Nine Dollars and No Cents (\$66,769.00)**.
- 3.4 Task Order #4: The Owner shall pay the Engineer for services rendered under Section 1, paragraphs 1.4, subject to Section 5.1, a fee calculated on an hourly basis per classification of those assigned to the tasks included in this agreement. For these Services, the total cost shall not exceed **Sixty-Nine Thousand Five Hundred Seventy-Nine Dollars and No Cents (\$69,579.00)**.
- 3.5 Exhibit B presents the hourly rates for different levels of personnel assigned to the project to complete the tasks listed in Paragraph 1.1 to Paragraph 1.4.
- 3.6 On major engineering and planning projects requiring local, state or federal funding and coordination thereof, a separate lump sum fee agreement may be negotiated by the Owner and the Engineer within the guidelines of the state and federal agencies involved.
- 3.7 The Owner shall make prompt monthly payments. Non-payment of monthly statements shall be considered grounds for termination of this agreement. Unpaid monthly statements will be charged an interest fee of 3% accruing annually.
- 3.8 The compensation set forth in this agreement may be renegotiated to cover costs not

within the purview of the Scope of Services originally contemplated herein. Such costs may arise from significant changes in the extent of the Project, including but not limited to, changes in size, complexity, character, or schedule of the Project when such revisions and changes are due to causes beyond the Engineer's control.

SECTION 4

Owner's Responsibilities

- 4.1 Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to Engineer's services for the Project.
- 4.2 Assist Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports, record drawing, easement documents, design and construction standards which the Owner will require to be included on the contract documents, and any other data relative to the Project.
- 4.3 Arrange for access to, and make all provisions for, the Engineer to enter upon public and private property as required for Engineer to perform services under this agreement.
- 4.4 Promptly review and comment upon the acceptability of all documents, reports, drawings, specifications, contract documents, bonds and other documents presented by Engineer. Owner will review documents and consult with their respective legal counsel and bond council as to the acceptability of the contractual documents submitted by the Engineer. Owner will complete their reviews within a reasonable time so as not to delay the services of the Engineer.
- 4.5 Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.
- 4.6 Furnish, or direct Engineer to provide additional services as stipulated in this agreement or other services as required in a timely manner.
- 4.7 Bear all costs incidental to compliance with the requirements of this Section 4.

SECTION 5

Remaining Provision

5.1 Termination

The Owner shall have the right to terminate this agreement for any reason and at any time with a forty-five (45) day written notice to the Engineer. In the event of such written notice, the Engineer shall immediately cease all performance of the terms of the

agreement and the Owner shall pay to the Engineer within forty-five (45) days after the submission of the final statement all amounts due for services performed by the Engineer. The amount of services which the Engineer has performed and for which the Owner shall be obligated to pay, as foresaid, shall be for engineering services through the date of termination and include the time required to deliver the project materials to the Owner. In no event shall the Owner be obligated for the payment of services defined in this agreement which have not yet been performed by Engineer at the time of the receipt by the Engineer of any such written notice of termination, any other provisions of this agreement to the contrary notwithstanding.

5.2 Ownership and Reuse of Documents

All documents, including original drawings, estimates, specifications, field notes, and data shall, upon payment therefore, become the property of the Owner. Owner acknowledges that such documents are not intended or represented to be suitable for use on any 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 and that 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 Third Parties.

There are no intended third-party beneficiaries to this Agreement.

5.8 Insurance

The Engineer shall provide and maintain during the life of this Agreement the following insurance: Comprehensive General Liability, Comprehensive Automobile Liability, Workers Compensation and Professional Liability. The amounts of such coverages shall be reasonably satisfactory to the Owner.

5.8.1 All policies of insurance relating to this Agreement shall 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 the parties, or any insureds, additional insureds, or loss payees thereunder.

5.8.2 The Owner acknowledges and agrees that the Owner has asked Engineer to provide certain professional services and Engineer has agreed to provide such services, and as such, shall have, to the extent necessary and permitted by applicable law, such governmental immunities statutory or common law as the Owner may have from suit and from liability to third parties in connection with the providing of such services. Nothing herein shall or be construed to constitute any waiver by Engineer of any claim or defense of immunity of any kind permitted by law against any third party, and Engineer expressly intends to preserve and does preserve and retain all such rights.

5.8.3 Independent Contractor: Engineer agrees to perform the Services hereunder solely as an independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or employment relationship between the parties. The Engineer's services shall be provided by Engineer, on Engineer's own initiative, using Engineer's own resources; provided, however, that Engineer makes itself reasonably available to perform the Services, and attend meetings related to the Services. As an Engineer to Owner, the hours Engineer works on the Services will be entirely within Engineer's control, and Owner will rely upon Engineer working enough hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. Owner has entered into this Agreement in material part because Engineer is a professional and is able to service without significant direction or supervision. The City is contracting with the Engineer with respect to the results obtained from the Services, which are subject to the City's final approval and not with respect to the means and manner of performance by Engineer. Engineer shall not use Engineers to provide the Services without the prior written approval

of Owner. In the event such consent is granted, any such Engineer shall, as a condition to engagement by Engineer, agree in writing (i) to adhere to the provisions of this Agreement; and (ii) that the City an intended third party beneficiary to such agreement. Engineer shall remain responsible to the City for the performance and any liability of each Engineer engaged to perform Services. Owner shall not be liable for taxes, workers' compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax or other taxes or withholding for or on behalf of Engineer or any other person affiliated with or employed by Engineer in performing Services under this Agreement. All such payments shall be Engineer's sole and exclusive responsibility.

- 5.8.4 Indemnification: Engineer agrees to and shall defend, indemnify and hold Owner, its employees, agents, and councilmembers, harmless from and against any and all allegations, claims, losses, demands, causes of actions, damages and costs related thereto arising out of or related to (i) a breach of the terms of this Agreement by Engineer, and (ii) an act or omission of the Engineer in the performance of the Services by Engineer on behalf of Owner.

5.9 Successors and Assigns

- 5.9.1 The Owner and Engineer each binds themselves and their partners, successors, executors, administrators, assigns, and legal representatives to the other party of this agreement, and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this agreement.
- 5.9.2 Neither the Owner nor the Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in Paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted 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. Nothing contained in this Paragraph shall prevent the Engineer from employing such independent consultants, associates, and Engineers as they may deem appropriate to assist in the performance of services hereunder, whose costs and fees must be pre-approved by the Owner.
- 5.9.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Owner and the Engineer.
- 5.9.4 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner or any public body that may be a party hereto.

5.10 Discrimination Clause

The Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, disability, or color, including, but not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

EXHIBIT A
to
AGREEMENT
between
THE CITY OF CANFIELD, OHIO
and
ms consultants, inc.
for
THE PERFORMANCE OF ENGINEERING, ARCHITECTURAL, AND PLANNING
SERVICES

PROJECT SCHEDULE

- **Task Order #1:** The Agreement will provide for Engineering, Architectural, and Planning Services beginning January 1, 2024 and extend for a period of 12 months, through December 31, 2024.
- **Task Order #2:** The Agreement will provide for Engineering, Architectural, and Planning Services beginning January 1, 2025 and extend for a period of 12 months, through December 31, 2025.
- **Task Order #3:** The Agreement will provide for Engineering, Architectural, and Planning Services beginning January 1, 2026 and extend for a period of 12 months, through December 31, 2026.
- **Task Order #4:** The Agreement will provide for Engineering, Architectural, and Planning Services beginning January 1, 2027 and extend for a period of 12 months, through December 31, 2027.

The schedule for supplemental engineering services, task order supplemental engineering services, architectural, and planning assignments will be negotiated on a project by project basis.

- end -

EXHIBIT B
to
AGREEMENT
between
CITY OF CANFIELD, OHIO
and
ms consultants, inc.
for
THE PERFORMANCE OF ENGINEERING SERVICES

COST OF SERVICES:

- **Task Order #1:** For Basic Engineering Services as described in Paragraph 1.1 for the contract period of time detailed in Exhibit A in the amount not to exceed **Sixty Thousand Nine Hundred Fifty-Nine Dollars and No Cents (\$60,959.00)** based on hours charged to the PROJECT at the hourly rates shown on the Billing Rate Schedule included as part of this Exhibit B.
- **Task Order #2:** For Basic Engineering Services as described in Paragraph 1.2 for the contract period of time detailed in Exhibit A in the amount not to exceed **Sixty-Three Thousand Eight Hundred Sixty-Four Dollars and No Cents (\$63,864.00)** based on hours charged to the PROJECT at the hourly rates shown on the Billing Rate Schedule included as part of this Exhibit B.
- **Task Order #3:** For Basic Engineering Services as described in Paragraph 1.3 for the contract period of time detailed in Exhibit A in the amount not to exceed **Sixty-Six Thousand Seven Hundred Sixty-Nine Dollars and No Cents (\$66,769.00)** based on hours charged to the PROJECT at the hourly rates shown on the Billing Rate Schedule included as part of this Exhibit B.
- **Task Order #4:** For Basic Engineering Services as described in Paragraph 1.4 for the contract period of time detailed in Exhibit A in the amount not to exceed **Sixty-Nine Thousand Five Hundred Seventy-Nine Dollars and No Cents (\$69,579.00)** based on hours charged to the PROJECT at the hourly rates shown on the Billing Rate Schedule included as part of this Exhibit B.

See Next Page for Rate Schedule

RATE SCHEDULE

CITY OF CANFIELD - ENGINEERING SERVICES RELATIVE TO TASKS UNDER PARAGRAPH 1.1-PARAGRAPH 1.4

Classification	2024	2025	2026	2027
<i>Municipal Services</i>				
Principal	No Charge	No Charge	No Charge	No Charge
Sr. Project Manager	\$175-\$225	\$175-\$230	\$175-\$240	\$175-\$250
Project Manager	\$135-\$175	\$135-\$175	\$135-\$175	\$135-\$175
Sr. Clerical	\$125-\$165	\$130-\$170	\$130-\$180	\$130-\$185
Clerical	\$65-\$125	\$65-\$130	\$65-\$130	\$65-\$130
<i>Planning</i>				
Sr. Planner	\$175-\$250	\$200-\$275	\$200-\$280	\$200-\$285
Planner	\$100-\$175	\$100-\$200	\$100-\$200	\$100-\$200
<i>Water</i>				
Sr. Water Engineer	\$200-\$275	\$200-\$285	\$200-\$295	\$200-\$300
Water Engineer	\$135-\$200	\$135-\$200	\$135-\$200	\$135-\$200
Graduate Water Engineer	\$90-\$135	\$90-\$135	\$90-\$135	\$90-\$135
College Intern	\$50-\$90	\$50-\$90	\$50-\$90	\$50-\$90
<i>Environmental Permitting & GIS</i>				
Sr. Environmental Planner	\$175-\$225	\$175-\$225	\$175-\$235	\$175-\$235
Environmental Planner	\$125-\$175	\$125-\$175	\$125-\$175	\$125-\$175
Graduate Environmental Planner	\$75-\$125	\$75-\$125	\$75-\$125	\$75-\$125
<i>Transportation</i>				
Sr. Transportation Engineer	\$225-\$275	\$225-\$280	\$225-\$290	\$225-\$300
Transportation Engineer	\$150-\$225	\$150-\$225	\$150-\$225	\$150-\$225
Graduate Transportation Engineer	\$100-\$150	\$100-\$150	\$100-\$150	\$100-\$150
<i>Construction Administration</i>				
Construction Admin Manager	\$170-\$220	\$170-\$220	\$170-\$230	\$170-\$230
Sr. Field Technician	\$125-\$150	\$125-\$150	\$125-\$150	\$125-\$150
Field Technician	\$75-\$125	\$75-\$125	\$75-\$125	\$75-\$125
<i>Survey</i>				
Sr. Registered Surveyor	\$130-\$180	\$130-\$185	\$130-\$195	\$130-\$200
Survey Technician	\$70-\$130	\$70-\$130	\$70-\$130	\$70-\$130

All hourly rates include overhead on direct labor, general and administrative, and profit.

The above will remain in effect through the end of each calendar year as described in Exhibit B. Reimbursable mileage and other miscellaneous expenses shall be invoiced in addition to the above hourly rates. Any subcontractor or other direct project costs will also be invoiced at actual cost.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in duplicate, as of the date and year first above written, by affixing the signatures of the duly authorized officer of the Engineer, and by the duly authorized official(s) of the Owner.

WITNESS:

Stephen Preston

ms consultants, inc.

By:

C. G. Mills

Title:

Regional Ops. Leader

ATTEST:

Patricia Bernat

CITY OF CANFIELD

By:

[Signature]

Title:

City Manager

APPROVED AS TO FORM:

[Signature]

Mark Fortunato, Esq.
City Attorney

Client authorizes the Consultant to perform the following tasks:

☒ Task Order #1: 2024 General Services

Date:

11-15-23

Initials:

[Initials]

☒ Task Order #2: 2025 General Services

Date:

12/13/24

Initials:

[Initials]

☐ Task Order #3: 2026 General Services

Date:

Initials:

☐ Task Order #4: 2027 General Services

Date:

Initials:

COLLCCI Individual Evaluation									
Criteria	Available Points	STROLLO	BHSM	FOK	QUICKS ALL	MS	GPD GROUP	NEW RIVER	NEXT NATURE
Experience and Qualifications of Firm and Key Personnel	40	32	30	38	42	40	35	22	16
Understanding of Community Need	30	28	25	20	25	30	25	14	8
Past Performance and References	20	13	15	17	19	20	16	15	8
Proximity of Consultant's Office to the City of Canfield	10	8	8	8	6	9	7	3	8
Total Scoring	100	81	78	83	92	99	83	54	40

COOK Individual Evaluation									
Criteria	Available Points	STROLLO	BHSM	FOK	QUICKS ALL	MS	GPD GROUP	NEW RIVER	NEXT NATURE
Experience and Qualifications of Firm and Key Personnel	40	30	30	40	40	40	38	25	10
Understanding of Community Need	30	15	15	20	30	30	30	10	8
Past Performance and References	20	10	10	18	18	20	18	15	4
Proximity of Consultant's Office to the City of Canfield	10	8	8	8	6	8	8	4	8
Total Scoring	100	63	63	86	94	98	94	54	30

RAPP Individual Evaluation									
Criteria	Available Points	STROLLO	BHSM	FOK	QUICKS ALL	MS	GPD GROUP	NEW RIVER	NEXT NATURE
Experience and Qualifications of Firm and Key Personnel	40	30	30	40	40	40	38	22	15
Understanding of Community Need	30	26	26	24	24	29	24	10	10
Past Performance and References	20	18	18	18	18	19	18	14	10
Proximity of Consultant's Office to the City of Canfield	10	8	8	8	7	8	8	4	3
Total Scoring	100	82	82	90	89	96	88	50	38

Avg. of Individual Scoring									
Criteria	Available Points	ADR	BEHNKE	FOK	QUICKS ALL	MS	GPD GROUP	NEW RIVER	NEXT NATURE
Experience and Qualifications of Firm and Key Personnel	40	31	30	39	41	40	37	23	14
Understanding of Community Need	30	23	22	21	26	30	26	11	9
Past Performance and References	20	12	14	18	18	20	17	15	7
Proximity of Consultant's Office to the City of Canfield	10	8	8	8	6	8	8	4	6
Total Scoring	100	74	74	86	92	98	88	53	36

Introduced By: _____

Motion No. _____

MOTION

A MOTION CHANGING THE DATE
OF THE FIRST COUNCIL MEETING IN 2026

WHEREAS, Council is required by Charter to Organize by the 5th of January following each regular municipal election.

WHEREAS, Council desires to move the 1st regularly scheduled meeting in January 2026 from Wednesday, January 7, 2026 to Monday, January 5, 2026.

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

Section 1: The first Council Meeting in January 2026 will be held on Monday, January 5, 2026.

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

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

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
OCTOBER 15, 2025 5:30 pm

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

Staff present: John Rapp, Public Works Superintendent; Tyler Thorn, Zoning Inspector.

Absent: Christine Stack-Clayton, Finance Director; Charles Colucci, Chief of Police; Pat Bernat, Clerk of Council.

Under **PROCLAMATIONS & PRESENTATIONS:**

MR. DRAGISH: Today, we have a proclamation for the Independent Order of Odd Fellows Lodge. Would you like to come up or do you have representatives?

Whereas, this year, 2025 marks the one hundred and seventy-fifth anniversary of the Independent Order of Odd Fellows, Canfield Lodge #155. For its many years, has proudly been located on the Canfield Village Green; and

Whereas, I.O.O.F. has faithfully and fraternally served the community of Canfield, and takes pride in participating in area activities and projects, including its donation of multiple scholarships every year to graduating high school students to further their educations, providing food and refreshments to the community at our Annual Independence Day Parade and providing our city with an annual “Free to All” Trunk or Treat & Fall Festival for our city’s children & parents; and

Whereas, the Canfield Lodge has a long history of being leaders in our community and at the State Level of their Fraternal Organization in which many of their groups members have attained the status of Grand Master of the I.O.O.F. Grand Lodge of Ohio including its current Noble Grand, Jack Barton and the Current Grand Master of Ohio Roger Parson.

Now, Therefore, I, Don Dragish, Jr, Mayor of the City of Canfield, State of Ohio, do hereby proclaim, NOVEMBER 15, 2025 AS:

“I.O.O.F. Canfield Lodge #155 Day”

UNIDENTIFIED MAN: Mayor Dragish. On behalf of Lodge 155, we’d like to thank you and the rest of the board for your support. Our 175th year on the Village Green is a very important

milestone for us. We like the area we work in, we like the support that we get from our community, we want to make sure that, that continues. Thank you.

MR. DRAGISH: If you guys don't want to stay for the meeting, you don't have to.

Under **MINUTES**, the Minutes of the Regular Meeting on October 1, 2025 were approved as presented.

Under **READING OF COMMUNICATIONS:**

MRS. OLIVER: A resident emailed me. Hello Mrs. Oliver, I hope to find you well. I'm contacting you in regard to sewage backup in my basement that occurred yesterday 10-13-25. I got this email yesterday and I called him right away. Luckily, I got home early at 2:10 and noticed sewage odor as soon as I walked into my house along with water coming from the waste drains in the basement. I immediately called the public works department who arrived 15-20 minutes later. Access covers were removed at the street, it was discovered that the lines were clogged again. This is the second time in a year that the same problem has happened. Serious action needs taken by the city to find out why the sewage keeps coming back and costing time and money to clean up someone else mess in my home. Words cannot describe how extremely frustrated I am right now. City Manager, D'Apolito and Public Works Superintendent Rapp were on the scene and apologized for the inconvenience. He did indicated that you came right away, also. They stated to me that they were going to meet with Star Extruded Shapes and maybe the Fire Station about possible items being flushed down waste drains that should not be entering the sanitary system. He called off work for the second time, like last year, to scrub his basement floors. He did tell me that he made a claim on his insurance the last time and he knows that it's not going to be like that this time. He was grateful that he hasn't put down a new floor in the basement yet because he hasn't decided what he was going to put down, since this happened last year. He was fortunate to not have to worry about those items. I assured him, immediately, that is our city manager, Mr. D'Apolito told him he's going to follow up with these places, he absolutely will do that, because that's what he does. I assured him of that. I let him know that I would ask about that, since our council meeting was actually the very next day. So, that's the communication that I have.

MR. D'APOLITO: Just so Council understands, Mr. Rapp and I were in a meeting Monday afternoon, the call came in to the city building, the notified Mr. Rapp. He immediately left me and went out to his house. From last year, we knew there was a problem there. Mr. Rapp and Mr. Snovak actually followed up today, we told him we would talk to the businesses and the church and fire station and everything we could do, we did.

MR., TIECHE: What address are we talking about?

MRS. OLIVER: 6680 Herbert.

PUBLIC WORKS SUPERINTENDENT: So, second house, just west of Laurel Hills on the north side. So, it is near the head of the sewer line. The actual ending point of that sanitary is very shallow about 5 feet. In front of 6680, it's down there about 20 feet. We did go to Star today and a couple other properties, the church and had discussions with them about flushing wipes, rags, shop towels, because that's what we're finding that's building up in that line. I think coupled with the low flow of toilets and everything that we have now, the church has an enormous following there, there are many more people then when he moved in 16 years ago. You don't have the good ratio of water to solids to move that along the line. We did meet with Star today and they did explain to the employees and took away their shop towels in the bathrooms. They did say, the don't have wipes. Anyway, that is kind of the cause. We did some exploring and pulled some manholes. We were finding some stuff from that end of the line. We did talk with the church. They're going to try to do some education and outreach with their members. They want to make sure that this doesn't happen again. On our part, there is not anything that we could have done any different. We thought this was a one-time thing. Obviously, there is not enough flow. Now we know, so we're going to put it on a 6-month routine cleaning. We're going to jet the whole line, all the way from the church up past this residents house, all the way to the bike trail.

MR. D'APOLITO: Mrs. Oliver, just so you know, we told the resident that on Monday. Now that this happened two years in a row, we will do the 6-month jetting of this line. Really, that's unheard of. We told him we would do that for him and the two residents next to him, who were not affected this time or last year. I don't know what else the city could do.

MRS. OLIVER: Did you follow-up today and let him know what you worked on today, so he knows.

PUBLIC WORKS SUPERINTENDENT: We did not.

MRS. OLIVER: Okay, so make a phone call to him after the meeting to follow-up from my phone call yesterday.

MR. D'APOLITO: Based on the email I wanted to make sure we (inaudible) things here. Those conversations just occurred this afternoon with the businesses. The Fire Department as well, the were very cooperative.

PUBLIC WORKS SUPERINTENDENT: Everybody was very cooperative that we spoke with. We just have to get more water usage in that end of town, I guess.

MR. TIECHE: This is the first time or second time that it has happened since that line has been in?

PUBLIC WORKS SUPERINTENDENT: He said he's lived there for 16 years and never had an issue.

MR. TIECHE: I couldn't recall an issue.

MRS. OLIVER: It's right around the same time of the year.

PUBLIC WORKS SUPERINTENDENT: Last year, right around the same time. We asked all the properties, have you done any maintenance? Are you bringing stuff down the line? Usually, people will call us and say, we're going to clean this line out, you clean your line and we'll do that. Nobody had any maintenance done. Nobody has done anything different. All we can figure, by pulling all the manholes and looking in, we need to start moving stuff along. It is starting to build up on that end. That head is right there at the church parking lot.

MR. TIECHE: Have you thought about televising that?

PUBLIC WORKS SUPERINTENDENT: We did. As soon as this incident happened last year, we jetted and cleaned the line and we got the camera in there and we found nothing wrong with the pipe.

MR. TIECHE: Very good.

PUBLIC WORKS SUPERINTENDENT: It's just not moving along. Once it starts that building, it creates a dam.

MR. D'APOLITO: But if we jet it twice a year, hopefully it will resolve this.

MRS. OLIVER: Thank you.

MR. D'APOLITO: I want you to know that we were very responsive to this, truly.

MRS. OLIVER: He did say, you came right out.

MR. TIECHE: Nice job guys.

MRS. OLIVER: Any other communications? Hearing none. I did have one other thing. The Salem Chamber would like for us to consider getting together and coming up with some ideas where we can do things on our Green. The executive director there happens to be a resident of Canfield on S. Broad. She would like to see us do more things on our Green and maybe do some activities with their Chamber. So, she's hoping to look to the future of some things that we can add to it, like they do. I did tell her how, ever since you came onboard all the different events we've been doing and how we have an events coordinator and we are growing. It's just a suggestion. She'd like to see our businesses come together like the businesses have been doing in Salem, putting on different events together. I'm just throwing that out there. I know we used to do a Mayor's thing and since we haven't been doing that, just thinking about how we can do things here in Canfield. That's it.

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

MR. TIECHE: I think all members of Council should have received the minutes from Parks Board from the last meeting. I think that was a day or two after our last city council meeting. That would be all I would have.

MRS. OLIVER: Thank you. Mayor Dragish.

MR. DRAGISH: I have my Monthly Mayor's Report. But when you said, we don't do the Mayor thing anymore. I actually talked with John and we are going to do that. We're going to change it slightly and have it more geared towards the tax situation that is happening within the State of Ohio. A lot of the businesses that are going to be coming in from Canfield are going to have more of a question based upon what's going to happen with the sales tax and the real estate tax. It hasn't been put out there yet. But, since you mentioned it wasn't being done, I just wanted to let you know that it is.

MRS. OLIVER: Thank You. She's looking more on the lines of bringing the community and the businesses together for people to frequent businesses more.

MR. TIECHE: In your meeting when you're talking about the tax situation, are you going to have a representative from the state be there to address what's going on?

MR. DRAGISH: A couple of weeks ago, there was a Mayor meeting in downtown Youngstown. From that meeting, I decided for myself, from the Canfield side of things, since we were going to do a business quorum and bring that back, that we would bring it back with the beginning being a part of this whole what kind of questions what kinds of answers we can come up with from our side of things. If you look at different businesses, whether it's a roofing company, everybody has their own way of what would work for them. I figured if we could bring a group of people together and see what would be the best way. I'm looking forward to it. At least it gets some kind of answers from our side of things to take back to the state, so they know where we stand in Canfield.

MR. TIECHE: Thank you.

MRS. OLIVER: Mr. Graham.

MR. GRAHAM: Madam President, Design Review met on October 7th. Those minutes have been published. If anyone has any questions, that would be my report.

MRS. OLIVER: Thank you. Mayor Dragish did you have a financial report?

MR. DRAGISH: The only report that I have is the monthly statement to council. With everything being paid, our final net collections to the city is exactly \$10.00. It keeps the lights on.

MRS. OLIVER: For the fire board, the month of September there were 254 total calls. There were 110 ambulance transports, 0 fire loss, we provided 7 mutual aid and received 0.

MR. TIECHE: Does the fire district provide any information on how many ambulance calls there are to.....

MRS. OLIVER: To Windsor?

MR. TIECHE: Yes.

MRS. OLIVER: I asked Chief Hutchison to get that information for me. I am definitely following up with that. I'm interested in that as well.

MR. TIECHE: Okay.

MR. DRAGISH: I brought that up at the last board meeting for the Windsor House. How many of those calls (inaudible).

MR. TIECHE: Okay.

MRS. OLIVER: We will get that information. At our last fire board meeting, I did say, that Mr. Tieche asked for it. Let's move on to our Public Works Superintendent, Mr. Rapp.

PUBLIC WORKS SUPERINTENDENT: Thank you. Leaves started on Monday, we made it through the town with us and our contractor. We're actually starting to cycle back around. It's going pretty well. We do have two workers down in our department, so we're running a little lean right now. We are looking to hire two more full time persons. We have a lot of resumes that we've accumulated in the last two weeks from advertising, so we're going to take a look at them next week. With that being said, grounds keeping, the cemeteries, the parks, and leaf pick-up, we'll break off for emergencies, such as last Friday, the water leak we repaired on Wadsworth. It turned into two water leaks. We've been doing some hot patch on some of the potholes and getting that while we can, with a couple of guys before we get into the deep leaf season where everybody is doing it. Leaf season, as a reminder, ends November 26th. That's all I have.

MR. TIECHE: A compliment to you guys on the asphalt repair at the corner of Wadsworth and W. Main Street, where the water valve was sticking up about an inch and a half. I kept looking at that and said, they're going to get it. Well, it's done.

PUBLIC WORKS SUPERINTENDENT: We let it settle down a little bit. But we know when the plow trucks come through there, we don't want to be breaking that off.

MR. TIECHE: That was my thought.

MR. D'APOLITO: What a nice job they did at the end.

MR. TIECHE: Oh, yeah.

MRS. OLIVER: Who is going to do Mrs. Clayton's report for finance?

MR. D'APOLITO: Mrs. Clayton reports that the September Check Register will be posted to the city's website this week. She is also reporting that there is a list of parcels that will be assessed for calendar year 2026 real estate taxes. There is one parcel that Public Works mowed the grass 9 different times over the season and one parcel that Public Works had to trim trees on that residents property. The properties will be assessed for the hours that were spent.

MRS. OLIVER: I did see that. I was going to ask about that. Does that resident pay that?

MR. D'APOLITO: It will go on their real estate taxes. That will go with the real estate, if it's sold or whatever.

MRS. OLIVER: Thank you. Mr. Thorn our Zoning Inspector.

ZONING INSPECTOR: Thank you, Mrs. Oliver. For the month of October, so far, we've issued 8 permits valued at \$43,425.00. Total permits year to date, 158 permits. Year to date permits are valued at \$21,870,182.66. We had our Planning & Zoning Meeting last week and Design Review also met last week. That's all I got.

MR. TIECHE: The property on Lisbon Street at the end of Edwards, I think you and I had a brief discussion about that, any update on that? It doesn't look like the house is being lived in. The shrubs are grown overtop of the driveway and that kind of thing.

ZONING INSPECTOR: The end of High Street....

MR. TIECHE: High Street and where Edwards would run into it. I guess it is a High Street address and not Lisbon Street.

ZONING INSPECTOR: Actually, I think it's a Lisbon address. I've been looking into it. I've got some pictures. I was waiting on somebody who said they were going to send over some pictures as well of the garage and send out a property maintenance.

MR. TIECHE: Was that a neighbor, maybe?

ZONING INSPECTOR: Correct.

MR. TIECHE: Okay. Do you know whether anybody is living there?

ZONING INSPECTOR: There is a car there sometimes. I'm assuming they're coming and going. I was over at the neighbors doing an inspection and he seemed to think they were still living there. According to him, from what he told me, he said, they were living there.

MR. TIECHE: Okay.

MR. DRAGISH: Is there a property that is looking to get demolished soon?

ZONING INSPECTOR: Correct. That would be, if you're looking at the church, it's the house to the right of it.

MR. DRAGISH: Just that one. There is not another one?

ZONING INSPECTOR: That's the only one that I have. The old Perkins.

MRS. OLIVER: They started to demo today.

ZONING INSPECTOR: Just Perkins and the house next to St. Michael's Church. There was one other building that inquired about demolition but they haven't turned in any applications.

MR. DRAGISH: It might be that piece of property. A friend of mine was talking about it. I don't know the address. When I get the proper information, I'll address it.

ZONING INSPECTOR: The only home was that one home.

MR. DRAGISH: And it wasn't that one. Okay.

MRS. OLIVER: Do we have a report for Mrs. Bernat?

MR. D'APOLITO: I don't have one.

MRS. OLIVER: Okay, our City Manager, Mr. D'Apolito.

MR. D'APOLITO: First of all, I just wanted to recognize our employees on the contribution on the Fall Fest that was held on October 4th, it was a huge success. Great crowd, great weather, great time. It was a wonderful event. A lot of our employees volunteered to work overtime to help us out. I wanted to recognize the employees who were willing to do that for us. I was also going to mention the Odd Fellows Event (Trunk or Treat) coming up on October 25th. I was also going to mention the sanitary back-up that occurred on Herbert Road. We discussed it in detail. So, you're going to contact the resident?

MRS. OLIVER: Yes.

MR. D'APOLITO: Okay, so I won't. But let him know, if he has any questions, to follow up with me directly. I'd be happy to work with him.

MRS. OLIVER: Would you rather contact him? It's fine.

MR. D'APOLITO: He contacted you. You should respond. I thought we had a real good conversation. Let him know that I'm available. Finally, I wanted to make sure everybody notices that we're accepting applications for a part time clerk position at the city. We're advertising it. We have a couple resumes but we'd like to see more. Thank you.

MRS. OLIVER: Do we have a report for Chief Colucci?

MR. D'APOLITO: We do not. He said there was no report this evening. He was excused for family medical issues.

MRS. OLIVER: Thank you. Attorney Fortunato.

ATTY. FORTUNATO: No report. Although, I'll have something to say when we get to new business.

MRS. OLIVER: Council any questions on the reports that you just heard? Hearing none.

Under **Resident Questions on Reports**: There were none.

Under **Persons Desiring to Appear Before Council**, there were none.

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

Under **NEW BUSINESS**:

ITEM A: An Ordinance Authorizing An Agreement Between the City of Canfield and IES Holdings, LLC at 464 Lisbon Street to Grant A Property Tax Abatement for 10 Years at 100%.

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

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

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

MR. TIECHE: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. TIECHE: Madam President, I have an Ordinance Authorizing an Agreement between the City of Canfield and IES Holdings, LLC at 464 Lisbon Street to Grant A Property Tax Abatement for 10 Years at 100%. I move for passage.

MRS. OLIVER: Mr. Fortunato, is this what you were going to explain?

ATTY. FORTUNATO: Yes. Patty had forwarded me this to review. I decided to make some changes to it and I didn't get those back to her, it's my fault. I want to replace the second Whereas clause. I'll read it into the record and then I'll provide that to Patty. That second Whereas clause, don't read it on air. It should read: Whereas, the property owner has constructed an addition to its existing building for its factory automation and test equipment business use, hereinafter referred to as the "Project", within the boundaries of the aforementioned Community Reinvestment Area, pursuant to the development incentives available in the City to support the economic viability of said PROJECT. That is the second Whereas clause. I would like to add a third Whereas clause.

Whereas, the subject expenses will retain and create additional jobs in the City. Those are really important things for this to read. I dropped the ball in not getting this back to Patty. This is exactly what our CRA Community Reinvestment Area was designed for. We have a great company in town, spending millions on a great expansion, creating jobs. That's what this is all about, an economic development vehicle.

MRS. OLIVER: Can we move forward with it or do we have to Table it?

ATTY. FORTUNATO: You can move forward with it. I'll just provide Patty with the language.

MRS. OLIVER: Do I have a second?

MR. DRAGISH: Second.

ATTY. FORTUNATO: One other item. The school board has approved this as well. On this type of abatement, we need to seek school board approval and they approved it.

MR. DRAGISH: We have approval from the school. Why is the school approval needed?

ATTY. FORTUNATO: Because they receive most of the property tax. So, when we're deciding that we're going to allow somebody to abate those taxes, at a certain level, 75% or more, the local school board is required to weigh in.

MR. DRAGISH: I understand.

ATTY FORTUNATO: We have had a long-standing agreement with the Canfield Local School Board that we would not engage in the abatement of new residential construction; which would be financially disastrous for a school district. Residential remodels are subject to abatement and commercial new or additions are subject to abatement. This project is exactly doing what it is intended.

MR. TIECHE: when we adopted this legislation in the first place, a lot of discussion that went into it was making sure that the school and the city were on the same page and we weren't going to end up in a battle with each other.

MR. DRAGISH: That's where I was at. Making sure we're working together. That's a good thing.

MRS. OLIVER: Roll call, please.

ROLL CALL ON ORDINANCE:

4 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2025-31.

ITEM B: A Resolution of the Council of the City of Canfield, Ohio Authorizing the Mahoning County Auditor's Office to Assess Properties within the City of Canfield.

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

MR. GRAHAM: Second.

ROLL CALL ON MOTION:

4 Votes-Yes
0 Votes-No
Motion passes.

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

MR. TIECHE: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. GRAHAM: A Resolution of the Council of the City of Canfield, Ohio Authorizing the Mahoning County Auditor's Office to Assess Properties within the City of Canfield. I move for passage.

MR. TIECHE: Second.

MR. D'APOLITO: This just involves two properties. 514 Hickory Hollow, the home has been demolished and there are some assessments that the city is putting on that property. Then there is one at 471 W. Main. It's \$675 for Hickory Hollow and \$150.00 for W. Main and we are asking the county to assess those properties.

ROLL CALL ON RESOLUTION:

4 Votes-Yes

0 Votes-No

Resolution passes.

2025-08.

Under **COUNCIL COMMENTS:**

MRS. OLIVER: You did a very good job Mr. Thorn.

MR. D'APOLITO: Patty's job is safe. (Laughter)

MR. TIECHE: I assigned him a new name. Tyler Patty Thorn.

MR. DRAGISH: I just want to say, have a safe Trick-or-Treat. It's coming up. I know we always do a great job here in Canfield. It's always a great time to be out. Keep the traffic slow. There are a lot of kids out. Keep your eyes open and their cars slow.

MR. D'APOLITO: We'll have a lot of police out.

MR. TIECHE: Will the police cars have treats?

MRS. OLIVER: They'll have them. Do I have a motion to adjourn?

MR. GRAHAM: So, moved.

MR. TIECHE: Second.

MRS. OLIVER: We are adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL