

**AMENDED**  
**NEWTON FALLS CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY, FEBRUARY 3, 2020**  
**6:00 P.M.**

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**CITY COUNCIL MEMBERS**

Zachary Svette, Ward 1,  
John Baryak, Ward 2  
Lyle Waddell, Ward 3  
Sandra Breymaier, Ward 4  
Tarry Alberini, At-Large

**MAYOR**

Kenneth A. Kline

**CITY MANAGER**

David M. Lynch

**LAW DIRECTOR**

A. Joseph Fritz

**CITY CLERK**

Kathleen M. King

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1. **Call to Order**
2. **Pledge of Allegiance/Silent Prayer**
3. **Roll Call**
4. **Special presentations by staff members or invited consultants**

Newton Falls Youth Baseball Softball League

5. **Public Comments** (limited to those items as identified on the agenda)

6. **Reports**

Mayor  
Council Members  
Finance Director  
Law Director  
City Manager

Changes to tonight's agenda

7. **Approval of Previous Minutes**

January 22, 2020 - Regular Meeting

8. Public Hearings: None

9. Unfinished Business: None

10. New Business:

1. Ord. 2020-04: Amending Ord. 2014-09 establishing pay rates and positions.
2. Ord. 2020-05: Authorizing the City Manager to enter into a lease agreement for the Community Center.
3. Res. 05-2020: Authorizing the City Manager to enter into a contract with Thomas Fok & Associates for General Engineering Services.
4. Res. 06-2020: Authorizing the City Manager to apply for a grant through ODNR.
5. Board & Commission reports to be read per Charter, Article VII, Section 5: Civil Service, Park & Recreation, Planning & Zoning, Utility Appeals, T. I. B.
6. Motion to schedule the second meeting in February for Wednesday, February 19, 2020 at 6:00 p.m.
7. Ord. 2020-06: Authorizing the City Manager to enter into a contract with the Newton Falls Congregational Church.

11. Public Comments

12. Closing Remarks: Mayor, City Manager and Council

13. Motion to Recess into Executive Session (if necessary)

Move into executive session, by majority vote, for any of the following reasons with a motion and second.

- \_\_\_ 1. Personnel Matters: To consider one or more, as applicable, of the marked items
- \_\_\_ Appointment
  - \_\_\_ Employment
  - \_\_\_ Dismissal
  - \_\_\_ Discipline
  - \_\_\_ Promotion
  - \_\_\_ Demotion
  - \_\_\_ Compensation
  - \_\_\_ Investigation of charges/complaints (unless a public hearing is requested)
- X 2. Purchase or Sale of Property
- \_\_\_ 3. Pending or Imminent Court Action
  - \_\_\_ 4. Collective Bargaining Matters
  - \_\_\_ 5. Matters Required to be Kept Confidential
  - \_\_\_ 6. Security Matters (National Security)
  - \_\_\_ 7. Hospital Trade Secrets
  - \_\_\_ 8. Confidential Business Information of an Applicant for Economic Development Assistance
  - \_\_\_ 9. Veterans Service Commission Applications

14. Adjourn:

**ORDINANCE 2020-04**

**AN ORDINANCE AMENDING ORDINANCE 2014-09 AN ORDINANCE ESTABLISHING PAY RATES FOR CERTAIN EMPLOYEES OF THE CITY OF NEWTON FALLS AND DECLARING AN EMERGENCY.**

*(Sponsor: City Manager)*

WHEREAS, Newton Falls City Council approved Ordinance 2014-09 in 2014; establishing pay rates, and positions for the employees of the City of Newton Falls, Ohio; and

WHEREAS, City Council has determined that the City needs to offer competitive pay to attract qualified employees to the positions of Meter Reader and Part-Time Patrol Officers City employees; and

WHEREAS, City Council wishes to authorize a pay rate of \$14.75/hour for City Meter Readers and a pay range for Part-Time Patrol Officers of \$16 – 18/ Hour effective February 1, 2020.

THE COUNCIL OF THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: The Newton Falls City Council hereby approves amending Ordinance 2014-09 Section I, Personnel Classifications, (2) Part-Time, Temporary, and Seasonal Positions which shall be amended as follows:

	Pay Rate or Range
City Meter Readers	\$14.75 (Hourly)
Part-Time Patrol Officers	\$16.00 – \$18.00 (Hourly)

SECTION II: Any ordinance or parts of ordinance in conflict with the context of this ordinance are hereby repealed.

SECTION III: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the citizens of the City of Newton Falls the reason for the emergency is the need to have this in effect as the earliest possible date.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

\_\_\_\_\_  
Mayor Kenneth A. Kline

ATTEST: \_\_\_\_\_  
Clerk of Council/City Clerk

**ORDINANCE 2020-05**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE HERITAGE ACCORD FOR THE NEWTON FALLS COMMUNITY CENTER.**

*(Sponsor: City Manager)*

WHEREAS, The City of Newton Falls closed the Newton Falls Community Center located at 52 East Quarry Street; and

WHEREAS, The Heritage Accord wishes to lease the building from the City for the purpose of restoration; and

THE COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: The Newton Falls City Council hereby authorizes the Newton Falls City Manager to enter into a lease agreement marked "Exhibit A" attached hereto as if fully rewritten herein with Heritage Accord and to have the City transfer the Community Center to the CIC in order to execute said lease.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor, Kenneth A. Kline

ATTEST: \_\_\_\_\_  
Kathleen M. King, Clerk of Council

# LEASE OF NEWTON FALLS CITY IMPROVEMENT CORPORATION PROPERTY

## NEWTON FALLS COMMUNITY CENTER

### Heritage Accord

**THIS LEASE** ("Lease") is entered into on \_\_\_\_\_, 2020, by and between the City of Newton Falls Community Improvement Corporation, an Ohio Municipal Community Improvement corporation, with offices at 19 North Canal St, Newton Falls Ohio 44444, ("Landlord"), and Heritage Accord, a non-profit corporation organized under the laws of the State of Ohio, whose address is P.O. Box 82, Newton Falls Ohio, 44444 ("Tenant"). Landlord and Tenant may hereinafter be referred to as the "Parties".

**WHEREAS**, Heritage Accord, the Tenant, has been organized and formed initially for the sole purpose of restoring, preserving and maintaining the Newton Falls Community Center (the "Community Center") in order to both honor its historic original use and contributions as a United Service Organizations (U.S.O.) building and to facilitate the reopening of this building to the public for use as a community center; and

**WHEREAS**, Heritage Accord has provided to the City of Newton Falls Community Improvement Corporation, the Landlord, a comprehensive Proposal dated September 27, 2019 for the renovation and preservation of the Community Center; with such Proposal, the Landlord and Tenant each acknowledging further agreed upon refinements may or will be required, being sufficient inducement for A) Landlord to engage in good faith with Tenant to facilitate its forgoing described goals for the Community Center; and for B) Tenant to commit in good faith to commit its resources and talents toward achieving those goals; and

**WHEREAS**, Landlord and Tenant now agree to enter into this Business Property Lease, (the "Lease") relating to that certain building located at 52 East Quarry St, Newton Falls, Ohio, commonly known as the Newton Falls Community Center (the "Building"); and

1. **Purpose.** The purpose of this agreement is to enable Heritage Accord to raise funds and engage contractors and suppliers to restore the community center to its former beauty and historic condition without cost to the taxpayers of the City of Newton Falls.
2. **Term.** The initial term of this Lease shall commence on the later of the date set forth above given or that date of formal approval of this Lease by the City Council of the City of Newton Falls and the Community Improvement Corporation (the "Commencement Date"), and shall expire on December 31, 2025. Tenant shall have an option to extend for additional three (3) year terms as set forth below in paragraph 4.

3. **Rent.** Tenant shall pay Landlord rent in the sum of \$1.00 per year. The first rental payment shall be one dollar (\$1.00) and payment is due on March 1, 2020 or upon execution of this lease, whichever event occurs last. Thereafter, rental payments in the amount of one dollar (\$1.00) shall be due on or before January 1 of each year during the term of this Lease.
4. **Renewal Option.** At the expiration of the initial term of this lease, Tenant shall have an option to continue to renew this Lease for multiple three (3) year terms by giving written notice of renewal to Landlord 90 days before expiration of the then current Lease term. Each renewal of this Lease shall be for a term of three (3) years. Each renewal shall be on the same terms and conditions as stated in this Lease.
5. **Leased Premises.** Landlord leases to Tenant the Building. In addition to the Building, Tenant shall have the right to use of the parking spaces in the adjacent parking lot and the natural area and grounds surrounding the Building. Together, the Building, the use of the adjacent parking spaces and natural area and grounds surrounding the Building are referred to as the "Premises".
6. **Permitted Use of Premises.**
  - A. **Prohibited Activities.** No activity shall be conducted on the Premises which does not comply with applicable Federal, State of Ohio and local laws, ordinances, and regulations.
  - B. **Tenant's Use of Premises for Events.** The Tenant may schedule and conduct events at the Premises with approval of the city manager which shall not be unreasonably withheld. City Administrative Code §151.01 is declared to be null and void. Tenant shall provide the office of the City Manager with a monthly notice of all events scheduled or intended to be scheduled, and within reasonable time for review and response by the City Manager, if desired. Approval of events by the City Manager or Landlord shall not unreasonably be withheld.
  - C. **Landlord's Use of Premises for Events.** The Landlord or the City of Newton Falls through the city manager may sponsor and conduct up to six (6) events per calendar year at the premises at no rental charge, facility or user fee to Landlord. In addition to that city may conduct council meetings or other such official meetings at no charge as long they do not conflict with other events. Each such event shall be of a duration of not more than one day. Payment of direct Out-of-Pocket costs and expenses of such events conducted by Landlord including, but not limited to, food, beverages, direct labor, supplies, outside rentals and advertising shall be the responsibility of the Landlord. Tenant shall cooperate with Landlord to schedule and facilitate the conduct of events scheduled by the Landlord. Landlord shall have the right to employ or use its own employees, vendors or other organizations in the conduct of its events. Requests by the Landlord for use of part or all of the Premises for the conduct of an event must be made in writing and delivered to the Tenant at least twenty-five (25) days in advance of the desired event date. The Tenant shall not unreasonably withhold approval, cooperation or assistance. To resolve any scheduling

conflicts between Landlord and Tenant, those events or activities scheduled by Tenant prior to receipt of Landlord's written request for such event date shall be given priority. Landlord's right to use of the Premises under this sub-paragraph is limited solely to official functions of the City of Newton Falls or the Community Improvement Corporation or theatrical or other events under the direction of the city manager and may not be assigned to third party individuals or organizations without the prior written consent of Tenant.

7. **Tenant's Duties to Premises and Community.** Tenant shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance. Tenant shall keep the Premises under its control clean and free from rubbish at all times. Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Federal, State of Ohio, County and local municipal authorities affecting use of the Premises with respect to the cleanliness, safety, occupation and use of same.

8. **Maintenance, Repairs and Expenses.**

A. As to the Building: Tenant shall keep the Building in good order and repair as reasonably required to keep the Building in its current condition, normal wear and tear excepted. Tenant shall be liable for all damage to the Building caused by the negligence or willful acts of Tenant and Tenant's agents, representatives, officers, employees, invitees, and/or licensees. Tenant shall pay all costs and expenses incurred in repairing and maintaining the Building. Tenant shall provide and pay for heat to the Building. Tenant shall pay for all other utilities' service to the Building, including connection charges and meter costs.

B. As to the Parking Lot and Grounds: Tenant shall keep the parking lot and natural areas and grounds surrounding the Building in good order and repair as reasonably required to keep the parking lot and natural areas and grounds in their current condition, normal wear and tear excepted. Tenant shall be liable for all damages to the parking lot and natural areas and grounds caused by the negligence or willful acts of Tenant's agents, representatives, officers, employees, invitees, and/or licensees.

As to periodic mowing and maintenance of the natural areas and grounds of the Premises and as to snow removal as may be required from the sidewalks and parking lot contained within the Premises, the Parties recognize the Landlord has performed these duties as part of its obligation to provide these services to all of the many properties owned by the City of Newton Falls and to do so utilizing, to the extent available, city personnel and city equipment. For the joint benefit of the Parties, periodic mowing and maintenance of the natural areas and grounds of the Premises and snow removal from the sidewalks and parking lots shall continue to be performed by the Landlord at no cost to the Tenant. These maintenances of grounds, sidewalks and parking lot by Landlord shall be at such times in such amounts as to fully comply

with relevant regulations and ordinances enacted by the City of Newton Falls. All other maintenance cleaning, trash and construction debris removal shall be the responsibility of Tenant.

9. **Landlord's Rights of Entry.** Landlord shall have the right to enter the Premises at any time during regular business hours and upon reasonable notice. Landlord shall be provided the names, addresses and phone numbers of all agents of Tenant possessing a key to the Premises. Tenant shall not unreasonably hinder or delay Landlord's entry into the Premises but shall reasonably comply and assist with all such requests by Landlord for entry.
10. **Alterations.** Any requests by Tenant to make renovations, repairs or alterations to the Premises shall be made in writing and delivered to the City Manager and the Landlord. Landlord shall approve all such requests made by Tenant provided that such requests are determined by the City Manager to be reasonable. Those renovations, repairs and alterations of the Premises as outlined in the Tenant's Proposal to the City of Newton Falls dated September 27, 2019, for the renovation and preservation of the Community Center as described hereinabove are deemed to be reasonable and permitted by Landlord and City Manager without further written request as otherwise required herein.
11. **Acceptance of Occupancy.** At the commencement of the original term, the Leased Premises are constructed, finished, and equipped as memorialized and described in the DeSalvo Report dated April 11, 2016 which report is incorporated by reference as if fully set forth herein. The City Manager may, in writing, supplement the DeSalvo Report to include additional information or to make note of changed conditions. Tenant has inspected the Premises and acknowledges it takes possession in an "AS IS" condition. Current contents of the Building will remain during the term of the Lease. Any and all furniture or contents of the Building **under the control of the Landlord** or its agents, employees or officials which may have been removed and stored off the Premises prior to the Commencement Date of this Lease shall be returned to the Building except that remaining plastic folding chairs and tables shall remain property of the city and stored at an off-site location.
12. **Trade Fixtures.** All movable equipment installed by Tenant in connection with the activities conducted by it on the Premises shall remain the property of Tenant and shall be removed by Tenant at the expiration of this Lease unless otherwise agreed upon by the Parties. Tenant shall timely repair any damage caused by such removal and restore the Premises to its condition on the Commencement Date. All Tenant's personal property, including trade fixtures, on the Premises shall be kept at Tenant's sole risk and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.



13. **Non-discrimination.** Tenant shall refrain from discrimination on the grounds of age, disability, national origin, race, religion (creed), genetics, sex or sexual orientation in its employment practices, in its occupancy and operation of the leased Premises and in offering and providing services to the public.
14. **Taxes, Assessments and Levies.** The Parties expect that there will be no liability for real and personal property taxes or assessments levied and made, if any, by the City of Newton Falls against the Premises during the term of this Lease. However, if any Federal, State of Ohio or Trumbull County taxes are levied on the real or personal property, payment shall be the sole responsibility of Tenant.
15. **Financial and Information Reporting.** Tenant shall provide to Landlord within thirty (30) days of its filing, a copy of the Annual IRS Form 990 or applicable equivalent.
16. **Building Casualty Insurance.** Tenant shall cause the Premises to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils."
17. **Commercial General Liability Insurance.** Tenant, at its sole cost and expense during the term of this Lease, shall maintain and keep in effect commercial general liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury to or death of one person, or not less than Two Million and 00/100 Dollars (\$2,000,000.00) for injury to or death of more than one person, in any one accident or occurrence and in an amount not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for each occurrence of property damage. The policy or policies of such insurance shall be written so as to include Landlord and the City of Newton falls within the protection thereof. Tenant agrees to deliver to Landlord, within fifteen (15) days after the receipt of a request, either a duplicate original or certificate of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days written notice to Landlord. Tenant may, at its option, bring its obligation to insure under this paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of Landlord shall thereby be as fully protected as it would otherwise be if this option to Tenant to use blanket policies were not permitted.
18. **Insurance – General Provisions.**
  - A. Each policy as required by Landlord under the terms of this lease shall be endorsed as follows: "The insurer agrees that fifteen (15) days prior to cancellation or

reduction of amount or coverage of this policy, written notice will be mailed to the City of Newton Falls, Ohio."

- B. A copy of each insurance policy as required by Landlord under the terms of this lease shall be submitted to the Director of Law for review and approval as to form and sufficiency and deposited with the City Manager.
  - C. In the event the Tenant is unable to obtain the insurance policies and coverages required by Landlord under the terms of this lease due to legal title to the Premises being in the name of the Landlord, then Landlord agrees to obtain the policies and coverages, the cost of which shall be immediately repaid to the Landlord or on such terms as the Landlord may agree.
19. **Destruction of Premises.** If an event occurs in which the Premises are damaged or destroyed, in whole or in part, either Party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within ten (10) calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Tenant shall repair the Premises. If either Party elects to terminate this Lease because of destruction of the premises, Tenant shall, at its sole expense, demolish and remove any remaining portion of the Building, fill as required and return the land to the grade of the adjacent property.
20. **Indemnity.** Tenant agrees to indemnify and defend Landlord and the City of Newton Falls against and hold Landlord harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause with respect to Tenant's use of the Premises and resulting from the acts or omissions of Tenant or its employees, agents, and invitees.
21. **Indemnification.** Subject to Tenant's right to appeal in good faith and obtain a final order from a court of competent jurisdiction, Tenant's indemnification described above specifically includes, but is not limited to, the direct obligation of the Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or which are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Premises.
22. **Assignment and Subletting.** Tenant may not assign, sublet, hypothecate, mortgage or otherwise transfer or convey its interest, or any portion of its interest, in the Premises without the prior written consent of Landlord. Any zoning change must be approved by

City Council through the City Manager.

23. **Default and Reentry.** If Tenant neglects or fails to perform its obligation to pay rent when due; or, if Tenant neglects or fails to observe or perform or cure the failure of performance of any other covenants in this Lease to be observed and performed on its part for 90 days after written notice by Landlord of the default: Landlord may terminate the Lease, reenter and take possession of the Premises and seek to re-let the Premises on any terms that Landlord, in its sole discretion, deems advisable. In addition to Landlord's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Landlord deems any repairs necessary that Tenant is required by the terms of this lease to make or if Tenant is in default in the performance of any of its obligations under this Lease or to cure such failure within ninety (90) days of written notice of such failure, Landlord may, on failure of Tenant to meet the obligation, make or cause repairs to be made and defaults to be cured and shall not be responsible to Tenant for any loss or damage that occurs by reason of that action, and Tenant agrees that it will immediately on demand pay Landlord's reasonable costs for such curing as additional rent under this Lease.
24. **Tenant's Possession and Enjoyment.** Tenant, on payment of the rent at the time and in the manner stated above and on performance of all the covenants and obligations provided herein, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease, save and except to the extent modified by the provisions of Paragraph 5c of this Lease.
25. **Surrender of Premises.** Tenant shall surrender the Premises to Landlord at the expiration of this Lease in the same condition as at the Commencement Date, excepting normal wear and tear.
26. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery. Notice shall be deemed effective if mailed accordingly:
- TO LANDLORD NEWTON FALLS COMMUNITY IMPROVEMENT CORPORATION:  
David Lynch, City Manager  
City of Newton Falls  
19 North Canal Street  
Newton Falls, Ohio 44444
- TO TENANT:  
Steven L. Simpson  
Heritage Accord

P.O Box 82  
Newton Falls, Ohio 44444

**27. Grants and Grant Writing.** Landlord shall not unreasonably, delay, restrict or withhold Tenant's rights to request and receive grant funding. Whenever required by the grant process, Landlord, as legal owner of the Premises, must sign any grants within five (5) business days from the date presented to the Landlord for signature provided such grants contain no conditions or impose no actions on either the Tenant or the Landlord which do not meet with the approval of the City Manager. The Landlord shall not unreasonably delay or deny approval of a grant, and, if not approved, the Landlord through its City Manager shall provide all reasons for the denial.

**28. Waiver.** The failure of the Landlord to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing

**29. Binding Effect.** This Agreement shall be binding on and insure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

**30. Effective Date.** This Lease shall be effective as of the Commencement Date as defined in Paragraph 2.

WITNESS the signatures of the Parties to this Lease, dated as shown below:

CITY OF NEWTON FALLS

\_\_\_\_\_  
By: David M. Lynch, agent for Newton Falls  
Community Improvement Corporation

\_\_\_\_\_  
Date

HERITAGE ACCORD

\_\_\_\_\_  
By: Connie Smith Talcott, President

\_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Law Director, City of Newton Falls, Ohio

\_\_\_\_\_  
Date

**ORDINANCE 2020-06**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
CONTRACT WITH THE NEWTON FALLS FIRST CONGREGATIONAL CHURCH  
AND DECLARING AN EMERGENCY.**

*(Sponsored by Councilman Alberini, Councilman Baryak, Councilwoman Breymaier,  
Councilman Svette and Councilman Waddell and Mayor Kline)*

WHEREAS, The Newton Falls First Congregation Church is up for sale; and

WHEREAS, The City of Newton Falls wishes to purchase the church building located at  
612 West Broad Street and combine City Departments in order to operate out of one facility; and

WHEREAS, Newton Falls City Council has toured the building and agrees that the  
facility has the available space and would function to serve the needs of the City of Newton Falls  
governmental offices.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: Newton Falls City Council hereby authorizes the City Manager to enter into a  
purchase agreement marked "Exhibit A" attached here to as if fully rewritten  
herein, with the Newton Falls First Congregational Church.

SECTION II: Any ordinance or parts of ordinances in conflict with the context of this ordinance  
Are hereby repealed.

SECTION III: This Ordinance is hereby declared to be an emergency measure necessary for the  
immediate preservation of the public peace, health, safety or welfare of the  
citizens of the City of Newton Falls the reason for the emergency is the need to  
have this in effect by February 3, 2020 per the attached contract.

PASSED IN COUNCIL THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2020.

\_\_\_\_\_  
Mayor, Kenneth A. Kline

ATTEST: \_\_\_\_\_  
Clerk of Council, Kathleen M. King

The WASOR/CAR purchase contract shall be printed in 8 pt Arial font. All deviations in the standard form must be printed in 8 point or larger "ALL CAP AND ALL IN BOL" to denote deviation. All deletions from the standard form to be noted by "bold strike out".

### REAL ESTATE PURCHASE CONTRACT

As adopted and revised in 12/2015 by the Warren Area Board of REALTORS®, Inc. and the Youngstown Columbiana Association of REALTORS®, Inc. for the sole purpose and voluntary use of its members.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

1. **1. BUYER(S)** The undersigned Buyer(s) City of Newton Falls, Ohio; a Chartered Municipality  
 offers to buy the following: (PRINT ONLY)

2. **2. PROPERTY** located in the County of Trumbull City/Township of Newton Falls and  
 further known as (address) 612 W. Broad Street  
 Ohio, Zip 44444 Permanent Parcel(s) No. 53-006507

10. The property which PURCHASER accepts in its PRESENT CONDITION, shall include the land, all appurtenant rights,  
 11. privileges and easements, and all buildings and fixtures, including such of the following as are now on the property: all  
 12. electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows,  
 13. curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke alarms/detectors, garage  
 14. door opener and all controls, and all permanently attached carpeting.  
 15. The following items shall also remain (check all applicable items):

16. <input checked="" type="checkbox"/> range and oven	<input type="checkbox"/> window/wall air conditioner	<input type="checkbox"/> water conditioning equipment (unless leased)
17. <input checked="" type="checkbox"/> refrigerator	<input type="checkbox"/> gas grill	<input type="checkbox"/> satellite dish and all controls (unless leased)
18. <input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> all existing window treatments	<input type="checkbox"/> all heating fuel less normal depletion
19. <input type="checkbox"/> washer	<input checked="" type="checkbox"/> ceiling fan(s)	<input checked="" type="checkbox"/> security systems and controls (unless leased)
20. <input checked="" type="checkbox"/> dryer	<input type="checkbox"/> wood burner stove inserts	<input type="checkbox"/> fireplace tools, screen, doors, grate & gas log
21. <input checked="" type="checkbox"/> microwave	<input type="checkbox"/> hot tub & accessories	<input type="checkbox"/> swimming pool & accessories
22. <input type="checkbox"/>	<input type="checkbox"/> shed	<input type="checkbox"/> invisible fence / controls

24. **ALSO INCLUDED:** Any and all furnishings not required by any of the congregation as approved by buyer

26. **NOT INCLUDED:** A list of any and all chattel and furnishings approved by buyer

28. **3. PRICE** The purchase price shall be Two hundred and fifty thousand dollars  
 (\$250,000.00) payable as follows:

(a) Earnest money paid to REALTOR®, to be deposited upon Seller's acceptance in the trust account of the selling broker and credited against purchase price. See Paragraph #18 for return of earnest money.  
 CASH/CHECK NO. \_\_\_\_\_ \$ 1,000

(b) Down payment at date of closing (Insert dollar amount or percentage (%) of purchase price).  
 \$ / % Balance due of \$249,000 less closing costs

(c) This offer is contingent upon Buyer obtaining financing by  
 CONVENTIONAL \_\_\_\_\_, FHA \_\_\_\_\_, VA \_\_\_\_\_, CASH , OTHER Newton Falls Council Approval

39. **4. ADDITIONAL AGREEMENTS AND CONTINGENCIES.** Contingent upon approval by City Council on Feb. 3, 2020.  
 Must be approved by city law director.  
 This would be a cash deal at closing. Must be a co-brokered deal with Chuck Joseph as City's agent. Closing, transfer of title, change in possession, and submission of all necessary documents and funds must be accomplished within 90 days.

45. **5. APPLICATION** Buyer shall make a loan application and order appraisal within 0 days after acceptance of offer.  
 Buyer shall pay all normal closing costs associated with such approved loan. Any escrow/settlement fees shall be divided equally between the Buyer and Seller unless VA/FHA regulations prohibit payment of escrow fees by Buyer, in which case Seller shall pay the entire escrow/settlement fee. Seller agrees to pay all VA/FHA costs not permitted to be paid by Buyer under VA/FHA regulations.

   1/20/20  
 Buyer Initials                      Date

   1/20/20  
 Seller Initials                      Date



51. **6. EVIDENCE OF TITLE** For each parcel of real estate to be conveyed the Seller shall furnish a Commitment for a Title  
52. Insurance Policy. Such title evidence shall be prepared and issued by Valley Title & Escrow Agency Inc.  
53. Seller shall pay for the costs of the title search/examination as well as one half the premium cost of the Owner's Policy of  
54. Title Insurance based on the purchase price. All other title insurance costs and expenses shall be paid by the Buyer. If title  
55. to all or part of the parcels to be conveyed is found defective and said defect cannot be remedied by the Seller within thirty  
56. (30) calendar days after written notice thereof, or Seller is unable to obtain title insurance against said defect, the amount of  
57. the deposit, if any, shall be refunded to the Buyer forthwith, and this agreement shall be null and void.  
58.

59. **7. DEED** Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty  
60. deed at Seller's expense, with the release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and  
61. encumbrances, but subject to conditions, restrictions, and easements of record. Survivorship  Yes  No  
62. TITLE TAKEN IN THE NAME OF: City of Newton Falls, Ohio; a Chartered Municipality  
63.

(PRINT ONLY)

64. **8. TAXES AND ASSESSMENTS:** To be prorated as of the date of filing the deed based on the last available tax  
65. duplicate. If no tax duplicate exists, escrow officer will use applicable tax rate based on 35 percent of the sales price.  
66. When a building is involved and land tax only is assessed, the Buyer and Seller will agree to the tax proration within ten  
67. (10) calendar days of acceptance based on 35 percent of the sales price. Agricultural Tax Recoupment (CAUV), if  
68. applicable, to be paid by the Seller at closing. County transfer tax will be paid by Seller. If a special assessment is being  
69. paid in installments, those installments due and unpaid at the time of the closing shall be paid by the Seller. Buyer agrees  
70. to assume and pay all remaining installments. Seller has not received notice of future assessable improvements unless  
71. noted.  
72.

73. **9. RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS**  
74. Adjustments/proration shall be made through date of closing for (a) rentals; (b) interest on any mortgage assumed by  
75. buyer; (c) condominium or other association periodic charges, and (d) transferable policies of insurance if Buyer so elects.  
76. Security deposits shall be transferred to Buyer. IT IS THE BUYERS RESPONSIBILITY TO INQUIRE ABOUT THE STATUS  
77. OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN, INCLUDING WATER BILLS OR ASSESSMENTS AND  
78. MONTHLY CONDOMINIUM CHARGES OR ASSESSMENTS, IF THE SELLER SHOULD OCCUPY THE PREMISES PAST  
79. THE RECORDING DATE OF THE DEED.  
80.

81. **10. DAMAGE OR DESTRUCTION OF PROPERTY** Risk of loss in the real estate and appurtenances shall be borne by  
82. Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this  
83. transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable  
84. to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability  
85. hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such  
86. damage or destruction. Earnest money to be released pursuant to paragraph 18. Failure by Buyer to so notify Seller and  
87. Broker shall constitute an election to proceed with the transaction.  
88.

89. **11. RESIDENTIAL PROPERTY DISCLOSURE FORM** has been explained and (check applicable lines):

90.  Buyer has reviewed and signed copy, attached.  
91.  Not available from Seller.  
92.  Contract is contingent on Buyer review and signature within 24 hours of acceptance and  
93. Buyer retains 3 calendar days right of rescission.  
94. HUD-EPA Lead Paint Disclosure (not required for construction after December 31, 1977)  
95.  Has been signed, copy of which is attached. Buyer acknowledges receipt of the pamphlet  
96. "Protect Your Family From Lead in Your Home"  
97.  Not required by law

98. **Ohio Sex Offender Registration and Notification** requires local sheriff to provide written notice to certain  
99. members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is  
100. open to inspection under Ohio's Public Records law. Therefore, you can obtain information from a sheriff's office  
101. regarding the notices they have provided pursuant to Ohio's sex offender notification law. The seller certified that he/  
102. she has not received notice pursuant to Ohio's sex offender notification law unless noted:  
103. Buyer acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the  
104. local sheriff's office. If current information regarding the status of registered sex offenders in the area is desired,  
105. Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on their own  
106. inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Seller or any  
107. real estate agent involved in the transaction.

Buyer Initials 1/31/20 Date

Seller Initials L.C.  
DLPP  
SRM  
02/03/20  
Date Verified

108. **12. INSPECTION** The subject property shall be delivered to Buyer in its present physical condition after examination  
109. by Buyer, such conditions to survive transfer of title and possession. Buyer agrees to accept the property in its "AS IS"  
110. condition excepting that the Buyer shall be given reasonable access to the premises within 20 calendar days after  
111. acceptance of this agreement, for an accredited inspector employed by Buyer, at Buyer's sole expense, to conduct a  
112. **MAJOR ELEMENT INSPECTION** of the premises as to roof, basement/foundation, structure (exterior and interior),  
113. plumbing, heating, cooling and electrical systems. Accredited inspector means a registered architect, professional engineer,  
114. contractor or professional home inspecting service. Failure of Buyer to cause inspection to be made within 20 calendar  
115. days from acceptance of this agreement shall be construed as a waiver by the Buyer and of his acceptance of the property  
116. in its "AS IS" condition without further repair obligation to anyone.

117. **Home Inspection: Buyer acknowledges an independent inspection is recommended.**  
118. Buyer agrees to order inspection \_\_\_\_\_ \*Initial Buyer declines inspection \_\_\_\_\_ \*Initial  
119.

120. **13. LIMITATION OF REMEDIES** Should Buyer's accredited inspection(s) reveal a MAJOR DEFECT that would excuse  
121. performance, Buyer must notify Seller's agent in writing and provide a copy of the inspection report within three (3) days  
122. after Buyer's receipt of said report. Buyer shall establish the reasonable and necessary cost of repairing any defect  
123. revealed by the inspection report, by obtaining within five (5) business days of Buyer's receipt of said inspection report an  
124. estimate from a qualified licensed contractor regarding the reasonable and necessary repair cost. Buyer must notify Seller's  
125. agent in writing and provide a copy of the contractor's estimate within three (3) business days after Buyer's receipt of said  
126. estimate. Seller in turn, will give written notice within three (3) days that they will repair the defect, credit the buyer the cost  
127. of the repair, or explain that property is being sold "AS IS". Should no compromise be reached this agreement shall be void,  
128. the earnest money shall be refunded and all parties shall be mutually released from the contract. Buyer has the right to  
129. inspect the property prior to closing, and by accepting delivery of the deed at settlement, is accepting that the premises and  
130. contents were in satisfactory condition at the time of closing. A MAJOR DEFECT as used in this contract is defined as a  
131. defect in the roof, basement/foundation, structure (exterior and interior), plumbing, heating, cooling and electrical systems,  
132. well or septic with a reasonable and necessary repair cost of more than \$500 per major defect item. A defect which is  
133. disclosed on the Residential Property Disclosure Form or a defect which is an item of ordinary wear and tear are not major  
134. defects which would excuse performance.  
135.

136. **14. OTHER INSPECTIONS** Buyer shall have, at their expense, the opportunity to have the premises inspected for radon  
137. gas, termites, other wood-eating insects, mold and well within 20 calendar days of acceptance, with the same limitation  
138. of remedies as in Paragraph 13. Refer to the local Board of Health for specific requirements for well and septic inspections.  
139. Required governmental well and/or septic inspections shall be paid for by the Seller. See separate addendum if applicable.  
140.

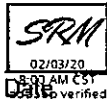
141. **15. SURVEY** If a Buyer desires or requires a boundary or location survey, the Buyer shall pay the cost thereof. If a  
142. survey is required for division of property or by county standards of conveyance, it is the Seller's Cost.  
143.

144. **16. CONDITION OF PROPERTY** Buyer has not relied upon any representation, warranties or statements about the  
145. property (including but not limited to its condition or use) unless otherwise disclosed by the Seller(s). Buyer assumes the  
146. responsibility to verify that the property is suitable or zoned for the intended use. Buyer acknowledges that REALTORS®  
147. have no expertise with respect to environmental matters and therefore cannot provide an opinion or statement on those  
148. issues. It is the Buyer's obligation to research and determine the existence of any building code violations that affect or may  
149. affect the property.  
150.

151. **17. HOME WARRANTY PLAN**  Accepts paid by:  Buyer Plan: \_\_\_\_\_  
152.  Rejects  Seller \$ \_\_\_\_\_  
153.

154. **18. EARNEST MONEY** Buyer has deposited with selling Broker the sum receipted for below, which shall be returned  
155. to Buyer if no contract shall have been entered into, or financing sought by Buyer is rejected in writing by one lending  
156. institution. Upon acceptance of this contract by both parties, Broker shall deposit such amount into its trust account to  
157. be distributed as follows: (a) if Seller fails or refuses to perform, or any contingency is not satisfied, the deposit shall be  
158. returned, or (b) the deposit shall be applied to the purchase price, or (c) if Buyer fails or refuses to perform, this deposit  
159. shall be paid to Seller, which payment or the acceptance thereof, shall not in any way prejudice the rights of Seller or  
160. Broker(s) in any action for damages or specific performance. Disposition of the earnest money must be by signed written  
161. instructions by both parties. In the event of a dispute between the Seller and Buyer regarding the disbursement of the  
162. earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until Broker receives (a)  
163. written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that  
164. specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited  
165. in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that  
166. such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further  
notice to the Seller.

                          1/21/20  
Buyer Initials      Date

                                                
Seller Initials      Date  




167. **19. CONTRACT** Acceptance of this offer constitutes a complete agreement binding upon and inuring to the benefit of  
 168. Buyer and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to  
 169. contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements.  
 170. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties  
 171. unless reduced to writing and signed by both parties.  
 172.

173. **20. MISCELLANEOUS** Buyer has examined all property involved and, in making this offer, is relying solely upon such  
 174. examination with reference to the condition, character and size of land and improvements and fixtures, if any. All provisions  
 175. of this contract shall survive the closing. Parties acknowledge that REALTORS® may be entitled to additional  
 176. compensation for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean  
 177. either the singular or plural as indicated by the number of signatures hereto. **FACSIMILE AND/OR EMAIL**  
 178. **TRANSMISSIONS** are an acceptable mode of communication in this transaction provided the facsimile and/or email is  
 179. actually received during regular business hours or is preceded by a telephone call notifying the intended party that the  
 180. facsimile and/or email is being transmitted.

181. **21. DURATION OF OFFER, CLOSING AND POSSESSION**  
 182. This contract shall be open for acceptance until 9:00 PM Feb. 3, 2020 at noon. 2020  
 183. Select one:  
 184.  This contract shall be performed and this transaction closed within 90 calendar days after acceptance.  
 185. Possession: Seller shall deliver possession of the property to the Buyer on or before 0 calendar days after filing  
 186. the deed for record. OR  
 187.  This contract shall be performed and this transaction closed on or before \_\_\_\_\_, 20\_\_\_\_  
 188. Possession: Seller shall deliver possession of the property to the Buyer on or before \_\_\_\_\_, 20\_\_\_\_  
 189. after filing the deed for record. BUYER AND SELLER MUST AGREE TO AN EARLY CLOSING OR EARLY POSSESSION  
 190. IN WRITING.  
 191.

192. **22. CLOSING DISCLOSURE** The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are to  
 193. receive a copy of the closing disclosure and authorize the escrow agent to provide each with a full and complete copy of the  
 194. closing disclosure.  
 195.

196. **SELLER AND BUYER HAVE SEEN, READ, UNDERSTOOD, AGREED AND SIGNED THIS AGREEMENT ON THE DATE**  
 197. **OR DATES INDICATED BELOW AS TO EACH. ALL INFORMATION BELOW MUST BE COMPLETED BY ALL PARTIES.**  
 198.

199. Buyer (Signature) [Signature] Date 1/31/20 Buyer (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
 200.

201. City of Newton Falls, 19 North Canal Street; Newton Falls, Ohio 44444  
 202. Address

203. 330-872-0806 Chuck Joseph for Platz Realty Group  
 204. Phone Sales Associate for Buyer Brokerage  
 205.

206. Selling Brokers Name \_\_\_\_\_ Brokers License Number \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_  
 207.

208. Selling Agent Name \_\_\_\_\_ RE License Number \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_  
 209.

210. Seller(s) name (Printed) \_\_\_\_\_  
 211.

212. Shelley R Mazanetz Paul R Parks Jany Debut Linda Clark  
 213. Seller (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
 214.

215. Shelley R Mazanetz dotloop verified 02/03/20 8:00 AM CST ZKEP-CYUZ-Q7HW-10ZH  
 216. Address

217. 330-872-0806 Teresa M Crew for Action Realty Co  
 218. Phone Sales Associate for Seller Brokerage  
 219.

220. Teresa M Crew H31767 330-872-7800  
 221. Listing Brokers Name Brokers License Number Phone Email  
 222.

223. Teresa M Crew 398166 320-307-3195  
 224. Listing Agent Name RE License Number Phone Email  
 225.

226. RECEIPT  
 227. Received from Buyer this \_\_\_\_\_ day of \_\_\_\_\_, 2020 the sum of One thousand dollars  
 228.

229. (\$ 1,000) as earnest money.  
 230.

231. Check Number \_\_\_\_\_ Agent \_\_\_\_\_  
 232.



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 526 West Broad Street, Newton Falls, Ohio 44444

Buyer(s): City of Newton Falls, Ohio; a Chartered Municipality

Seller(s): 1st Congratonal Church w/

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Chuck Joseph AGENT(S), and Platz Realty Group BROKERAGE

The seller will be represented by Teresa Crew AGENT(S), and Action Realty Co. BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] 1/31/05  
BUYER/TENANT DATE

\_\_\_\_\_  
BUYER/TENANT DATE

[Signature] \_\_\_\_\_ DATE  
SELLER/LANDLORD

[Signature] \_\_\_\_\_ DATE  
SELLER/LANDLORD

[Signature]  
[Signature]  
[Signature]

Shelley R Maanets

dotloop verified  
02/03/2008 00 AM CST  
AT31-ARGF-W5AZ-SX05

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



**RESOLUTION 5-2020**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH THOMAS FOK & ASSOCIATES, INC. FOR GENERAL ENGINEERING SERVICES FOR 2020.**

*(Sponsor: City Manager)*

WHEREAS, Thomas Fok & Associates, Inc. has performed general engineering services for the City of Newton Falls; and

WHEREAS, The City of Newton Falls would like to enter into a contact with Thomas Fok & Associates, Inc. to perform general engineering services for the City of Newton Falls for the year 2019; and

WHEREAS, Services provided will include infrastructure inventory; keeping the City informed on any federal or state grants; and furnish engineering and planning services as may be needed by the City; and

WHEREAS, City Council has appropriated funds in the 2020 budget and wishes to authorize the City Manager to enter into a contract.

**COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY RESOLVES:**

**SECTION I:** The Newton Falls City Manager is hereby authorized to enter into and execute a contract with Thomas Fok & Associates, Inc. of Ohio in the amount not to exceed \$15,000.00 (Fifteen thousand dollars).

Terms and conditions of the agreement shall be in conformity with the proposal submitted to the City of Newton Falls.

PASSED IN COUNCIL THIS 3<sup>rd</sup> DAY OF FEBRUARY 2020.

\_\_\_\_\_  
Mayor, Kenneth A. Kline

ATTEST: \_\_\_\_\_  
Clerk of Council, City Clerk

# ENGINEERING AGREEMENT FOR THE PERFORMANCE OF ENGINEERING SERVICES FOR 2020

## SCOPE OF SERVICE

1. An infrastructure need inventory will be performed by meeting with the City of Newton Falls and staff to discuss potential improvements.
2. Keep the City informed on any federal or state grants of any nature that may be available for engineering projects and assist the City in the preparation of applications and supporting documents for governmental grants, loans, or advances.
3. Furnish engineering and planning services as may be needed by the City for improvements. Such services may include, but shall not be limited to, conducting studies and preparing maps, reports, profiles, layouts, drawings, grades, specifications, and cost estimates.

## PERFORMANCES BY THE CITY OF NEWTON FALLS

This proposal is based upon the assumption that the City of Newton Falls will, without cost to *Thomas Fok & Associates, Inc.*:

Make available to use all data and information in its files that are pertinent to the work proposed.

Furnish any property, boundary, right-of-way or topographic surveys and all easements which may be required, unless such are authorized as a Supplementary Service to *Thomas Fok & Associates, Inc.*

Make reviews of submitted materials or samples in timely manner so as not to adversely impact the time schedule of the project.

Assist in providing access to existing facilities in the field, and provide notice to easement providers.

Provide contact with all governing agencies and pay any applicable fees for regulatory agencies review and approvals.

Provide enough additional money if soil information is required.

## FEEES AND PAYMENT

For services outlined herein under the Scope of Service the City of Newton Falls will pay and *Thomas Fok & Associates, Inc.* will accept for services and expenses rendered an amount "Not to Exceed" FIFTEEN THOUSAND DOLLARS (\$15,000.00) as detailed per the Rate Schedule, Exhibit A, attached hereto and made a part hereof.

**Payment**

Progress payment shall be due and payable upon submission of monthly invoices along with a progress report describing the work performed during the invoice period. Invoices for lump sum fee type service shall be based upon the Engineer's estimate of the percentage of the total services actually completed at the time of billing.

**Cost Reallocations**

The estimated cost limitations are for guidance purposes only. Costs may be reallocated as the conduct of the work dictates, providing the total net price is not increased. The total price and scope may be modified only by additional amendments to this agreement.

**INSURANCE**

*Thomas Fok & Associates, Inc.* shall procure and maintain during the life of this agreement, insurance of the types and minimum amounts as follows:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	Bodily Injury Per Accident \$500,000
Excess Liability to CGL & Auto	\$5,000,000 per occurrence \$5,000,000 aggregate
Professional Liability	\$2,000,000 Per Aggregate/Claim

Certificates of Insurance evidencing these coverages shall be provided upon request.

**GENERAL**

**Indemnification**

*Thomas Fok & Associates, Inc.* shall indemnify and save harmless the City of Newton Falls and its agents and employees from all suits or actions for personal injuries including death, or property damages, caused by negligent acts, errors or omissions of *Thomas Fok & Associates, Inc.* or his agents or employees, arising out of the work of this Contract.

**Changes**

City of Newton Falls may, by written order, make changes within the general scope of services of this Contract. If such changes cause an increase or decrease in the scope or the cost of the work to be performed by *Thomas Fok & Associates, Inc.*, the parties shall agree in writing as to the equitable adjustments to be made in the fees and payments, prior to implementation of the changes.

If the City of Newton Falls wishes to make changes in the project which are beyond the scope of services of this Contract, such changes shall be agreed in an Amendment to this Contract, which shall describe the services, the terms of performance, and the compensation to be paid.

If the City of Newton Falls or *Thomas Fok & Associates, Inc.* wishes to change the time of performance of the services, such change shall be made in writing after agreement of the parties as to such change.

### ***Termination***

It is agreed that either party may terminate this Contract in whole or in part at any time by giving the other party thirty (30) days notice in writing. Such notice shall be delivered personally to the responsible officer of the other party, or sent by registered mail to the Principal Office of other party

In the event the Contract is terminated, *Thomas Fok & Associates, Inc.* shall be compensated for the services rendered up to the date of termination.

Upon termination, *Thomas Fok & Associates, Inc.* shall deliver to the City of Newton Falls all work and applicable documents pertaining thereto completed to the date of termination. The City of Newton Falls will hold harmless *Thomas Fok & Associates, Inc.* from all claims or damages arising out of the possible subsequent use of the *Thomas Fok & Associates, Inc.*'s work.

### ***Non-Discrimination***

In the performance of this Contract, *Thomas Fok & Associates, Inc.* shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex or national origin. *Thomas Fok & Associates, Inc.* shall take affirmative action to avoid discrimination in recruiting, employment, promotion, training, layoff, compensation, or discharge.

*Thomas Fok & Associates, Inc.* shall comply with the requirements of the City of Newton Falls' published non-discrimination and equal employment opportunity policies and programs in effect on the date of execution of this Contract, insofar as such policy is applicable to the City of Newton Falls contractors.

### ***Signatory Provisions***

This proposal is made by the undersigned *Thomas Fok & Associates, Inc.*, an Ohio Corporation. If the City of Newton Falls accepts the offer herein contained, the resulting agreement shall be binding upon and shall inure to the benefit of such corporation, its successors or assigns.

Nothing in this proposal shall be construed as obligating *Thomas Fok & Associates, Inc.* to appear in litigation or to prepare evidence for such in your behalf, except in consideration of additional compensation.

## EXHIBIT A

### STANDARD SCHEDULE OF COMPENSATION

<u>Classification</u>	<u>Hourly Rate*</u>
Project Executive/Project Manager	\$145.00
Senior Engineer	\$125.00
Project Engineer	\$105.00
Survey Manager	\$125.00
Environmental Specialist	\$100.00
Engineer Technician	\$ 80.00
Surveyor (2-man crew)	\$137.00
Surveyor (1-man GIS crew)	\$ 70.00
Construction Inspection	\$ 66.00
Subconsultant & Direct Expenses	Cost plus 5%

\*The above Standard Schedule of Compensation includes salary costs and ordinary overhead and net fee.



**RESOLUTION 06-2020**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY  
FOR A PADDLING ENHANCEMENT GRANT THROUGH THE OHIO  
DEPARTMENT OF NATURAL RESOURCES.**

*(Sponsor: Councilman Svette & City Manager)*

WHEREAS the State of Ohio through the Department of Natural Resources Waterways Safety Fund administers financial assistance for public boating access, and

WHEREAS Newton Falls desires financial reimbursement under the Paddling Enhancement Grant Program.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY RESOLVES:

- SECTION I: The Newton Falls City Council approves of filing an application for Paddling Enhancement Grant financial assistance.
- SECTION II: The City Manager is hereby authorized and directed to file and execute an application with the Ohio Department of Natural Resources and provide all information and documentation required to be eligible for possible financial assistance.
- SECTION III: The Newton Falls City Council agrees that it has and will obligate the funds required to satisfactorily complete the project under the terms and conditions of the Cooperative Agreement if the project is accepted for financial assistance.

PASSED IN COUNCIL THIS 3<sup>RD</sup> DAY OF FEBRUARY 2020.

\_\_\_\_\_  
Mayor, Kenneth A. Kline

ATTEST: \_\_\_\_\_  
Kathleen M. King, City Clerk

## 2019 Annual Civil Service Report

Members: Ed McCoy III  
Sandra Breymaier  
Anthony Sabo

Ed McCoy was elected Chairperson for the year 2019

Sandra Breymaier was appointed Vice-Chair for 2019.

Commission members met on the following:

- Reviewed and certified the Apprentice Lineman test results and certified the scores.
- Reviewed the newly created Executive Officer Position in the Police Department.
- Authorized waiver of test for the position of Finance/Utility Clerk.
- Waived testing for a full-time Deputy Clerk position.

The Commission expended no funds in 2019.

## MEMORANDUM

**TO:** Mayor & Council  
**FROM:** Planning & Zoning Commission  
**DATE:** January 21, 2020  
**SUBJECT:** Year-End Report 2019

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At the first meeting of the year the Commission appointed Zachary Svette as Chairperson and Rick Bodnar as Vice-Chairperson. The meetings will continue to be held on the first Tuesday of each month at 5:30 p.m. in Council Chambers.

The Planning & Zoning Commission has a five-member board. In 2019 the board members were Zachary Svette, Rick Stanish, Paul King, Rick Bodnar, Tim Willaman.

Tarry Alberini & Phillip Beer are the Council Representatives to the Planning & Zoning Commission.

The Commission met and discussed or took action on the following:

- ✓ Met with representatives from the Preservation Foundation and discussed creating a historic district.
- ✓ Final review of the Zoning map and proposed changes.
- ✓ Lot combination – Falls Car Wash.
- ✓ Held a public hearing on rezoning of lots.
- ✓ Variance request from section 1153.09 Off Street Parking requirements request to decrease the required amount of spaces from 39 to 30.

Submitted proposed changes to the following to City Council:

Ord. 2019-17: Amending Section 1115.03 Combination of adjacent lots  
Ord. 2019-23: Rezoning lots within the City of Newton Falls.

All above Ordinances were approved by City Council

## **2019 ANNUAL REPORT**

### **Park and Recreation Activities for 2018**

#### **2019 Park & Recreation members:**

**Tim Stinson, Mike Byle, Bob Leigh**

**Council representative: Phil Beer**

Six meetings were scheduled and held.

Tim Stinson was Chair, Mike Byle Vice-Chair and Bob Leigh Secretary.

Money was appropriated by the City for the baseball fields. Members wanted to make sure the money was being used by the NFYBL as stated.

A safety inspection was requested on all playground equipment.

An inventory of playground equipment that needed repaired or replaced was also requested.

Discussed the request from the Preservation Foundation for funding from the Park and Recreation Commission,

Discussed park usage and the possibility of donating unused/underused parks to the property owners in the area.

Discussed with Harry Shaver, Street Superintendent installation of a large drain thru the park from Center Street to river.

Reviewed with the Street Superintendent and City Manger areas in the park that needed addressed.

Motioned to have grills and picnic tables at Commerce Park.

Discussed repurposing the tennis courts.

Discussed hiring a park coordinator.

Met with representatives of the Preservation Foundation on several occasions to discuss Historic Property regulations. The Foundation will bring back suggestions for the district.

Discussed and/or reviewed the following:

- Additional review on proposed Zoning Map changes.
- Discussed Historic Properties with the Preservation Foundation, Lisa Hoerig and also with Connie Talcott.
- Authorizing the City Manager to combine up to five lots without Planning & Zoning approval.
- Demolition of historic house on Milton Blvd.
- Closing of Family Dollar store by the City Manager due to concerns with unsafe structure.
- Appointed Bodnar as Chair with the resignation of Svetta who was appointed to City Council to fill an unexpired term.
- Heard a presentation from Thomas "TJ" Keiran, Environmental Coordinator/Floodplain Administrator from the Trumbull county Planning Commission.

All Planning & Zoning Commission meetings are open to the public. The Commission is required to publish all Public Hearing notices and contact all adjoining neighbors when a variance is requested. Members investigate and review all requests that come before them.

Motioned to install four pet waste eliminator stations starting at the City Park and commencing at Commerce Park.

Met with the City Manager and Councilman Svette to discuss a Park Master Plan.

The farmers market days were the last Saturday of the month in June, July, August and September.

High School Senior service day was held in April.

Park & Recreation meetings are held every other month on the fourth Tuesday at 6:00.



# Village of Newton Falls

## Finance Department

419 N. Center Street  
Newton Falls, Ohio 44444  
330-872-1010

### Treasury Investment Board

### 2019 Annual Report

For the 2019, the City's investment portfolio performed consistent with our primary goals of preservation of capital and modest returns. A combination of U.S. Government related securities along with high-quality corporate bonds has been the strategy for a number of years and has served the city well through numerous periods of volatility in the various markets.

The 2019 chart clearly shows the Village of Newton Falls had a record year with a combined average earnings of 6.40% on our investments. In the previous year the Village had the effect of rising rates as bond prices tend to react negatively. With our conservative investment management strategy, we protect our assets regardless of the market conditions.

Table 1: Treasury Board Year End Portfolio Review

## Portfolio review

as of December 31, 2019

### Asset allocation review

	Value on 12/31/2019 (\$)	% of Portfolio
<b>A Cash</b>	<b>1,242,251.01</b>	<b>15.87</b>
Cash	1,242,251.01	15.87
<b>B Fixed Income</b>	<b>6,583,976.67</b>	<b>84.13</b>
US	6,470,621.19	82.69
International	113,355.48	1.45
<b>C Equity</b>	<b>0.00</b>	<b>0.00</b>
<b>D Commodities</b>	<b>0.00</b>	<b>0.00</b>
<b>E Non-Traditional</b>	<b>0.00</b>	<b>0.00</b>
<b>F Other</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Portfolio</b>	<b>\$7,826,227.68</b>	<b>100%</b>

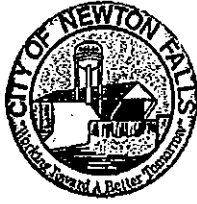
Estimated for as of 12/31/2019



### Portfolio value and investment results

	Performance returns (annualized > 1 year)			
	2019 12/31/2018 to 12/31/2019	3 Years 12/31/2016 to 12/31/2019	5 Years 12/31/2014 to 12/31/2019	10 02/09/2007 to 12/31/2019
Opening value	6,845,923.31	5,117,157.73	3,353,753.73	4,857,933.52
Net deposits/withdrawals	480,873.97	2,097,125.89	2,772,247.15	1,060,431.84
Dividends/income	194,194.66	468,201.67	676,783.04	1,730,468.13
Change in acct. interest	2,823.90	9,741.39	11,235.14	23,214.01
Change in value	288,059.65	134,001.00	11,708.62	154,240.17
Closing value	7,826,227.68	7,826,227.68	7,826,227.68	7,826,227.68
Net Time-weighted ROR	6.40	2.62	2.00	3.21

Net deposits and withdrawals include program and account fees.



# Village of Newton Falls

Utility Appeals

Board of Review

419 N. Center Street  
Newton Falls, Ohio 44444  
330-872-1010

## Annual Report for 2019

January 02, 2020

The Utility Appeals Board of Review had fifteen (15) appeals and met on six (6) occasions during 2019. The Board reviewed the appeals and the information provided by the Utility Office and other departments within the village and made rulings on each case. The Board does not have a budget and therefore spent no funds.