

NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA

WEDNESDAY, FEBRUARY 19, 2020

6:00 P.M.

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

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

February 3, 2020 - Regular Meeting

8. Public Hearings: None

1. Ord. 2020-05: Authorizing the City Manager to enter into a lease agreement for the Community Center.

9. Unfinished Business: None

1. Ord. 2020-05: Authorizing the City Manager to enter into a lease agreement for the Community Center.

10. New Business:

1. Ord. 2020-07: Amending Ord.2014-09 part-time pay for laborers.
2. Res. 07-2020: Directing the City Manager to conduct a space utilization study.
3. Motion to have a cost benefit analysis of extending all city utilities run to the Eastern Gate of Camp Garfield.
4. Motion to discuss submitting to the elector's amendments to the Charter, Article VI, Board and Commissions in reference to pay.
5. Motion to discuss and consider the following changes to the Rules of Council:
 - 1) Section XI Order of Business, Reports: Council and Mayor shall submit written reports prior to the meeting.
 - 2) Section XI & XII Order of Business: First public comment (remove the restriction limiting this to items identified on the agenda) and remove final public comments
 - 3) Section XI Order of Business: Closing Comments at the end of the agenda shall now be Community Events.
6. Motion to accept the Finance Director's January report and attachments as presented.

11. Public Comments

Newton Falls Preservation Foundation presentation to John Baryak

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)
- _____ 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:

Newton Falls City Council met in Regular session on Monday, February 3, 2020 at 6:00 p.m. in Council Chambers. Mayor Kline, called the meeting to order following the Pledge of Allegiance and a silent prayer.

ALSO, PRESENT:

David M. Lynch, City Manager; Joe Fritz, Law Director; Kathleen M. King, City Clerk; Gene Fixler, Police Chief.

ROLL CALL:

Alberini, Baryak, Waddell, Breymaier.

ABSENT:

Svette

Waddell made a motion seconded by Alberini to excuse Svette from tonight's meeting.

ROLL CALL: Baryak aye, Waddell aye, Breymaier aye, Alberini aye.

MOTION PASSED 4 – 0

SPECIAL PRESENTATIONS BY STAFF MEMBERS OR INVITED CONSULTANTS:

John Ruscoe and Denny Valot from the Newton Falls Youth Baseball Softball League presented Council with a plaque. They thanked the City for working with them and supporting them in their efforts to upgrade the baseball fields and fences at the City Park.

PUBLIC COMMENTS:

Bud Fetterolf, 321 Ridge Road questioned Council authority to adjourn into executive session and when it changed. There are a lot of reasons listed on the agenda that are not in the Charter or Council rules.

Mr. Fetterolf also asked when the 2019 open checkbook would be available on line.

Alberini made a motion seconded by Baryak to suspend the rules.

ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Baryak aye.

MOTION PASSED 4 – 0

Bill George, Electric Superintendent addressed Council and his concern on keeping meter readers. He stated we are struggling to keep meter readers and increasing the hourly rate might help. Currently meter readers are paid \$12.00 per your and paid for forty hours a month.

Mr. George said they discussed having part time employees read meters one week then working part time in the three departments, water, water distribution and electric.

Tonight's legislation was only for a rate increase. The City is also discussed the possibility of new meters that were self-read. Also briefly discussed was the possibility of the meter readers using city vehicles while reading meters.

Waddell made a motion seconded by Alberini to reinstate the rules.

ROLL CALL: Breymaier aye, Alberini aye, Baryak aye, Waddell aye.
MOTION PASSED 4 – 0

REPORTS :

Kline:

- Spent some time with the City Manager doing the commentary on the Boys Basketball games. He thanked Newton Falls TV for their expertise.

Breymaier:

- Planning & Zoning meeting tomorrow at 6:00 p.m. in these chambers.

Waddell:

- Met today with Congressman Bill Johnson at the Legislature and Lattes event. It is important that we fill out the census documents because the State of Ohio is on the bubble to lose a Congressional seat.
- Also discussed high speed internet and 5G. The Regional Chamber and Eastgate are interested and should be involved in our plans to put in fiber.
- Met in Akron last week with a company on Economic Development and they have showed some interest in our community.
- Met with the City Manager and Connor Brintlinger of Structure Point. They have some connection with USDA who has programs for infrastructure and high-speed internet.
- Completed the required Sunshine Law Training required for elected officials.
- Senate is considering looking at amending the bill that allows state and local governments to have opportunity zones and laws for investors are changing.
- Discussed funding available for fiber improvements through USDA and a program called Community Development Foundation.
- Participating in a program through AMP on Public Power Certification.
- Also discussed a tax-free investment zone and the incentives we qualify for.

FINANCE DIRECTOR: Absent from tonight's meeting

LAW DIRECTOR:

Addressed Mr. Fetterolfs questions about the executive sessions. The agenda has a check list tool put there to help Council when making their motion. This was suggested by Councilman Wilson not adopted by to the Codified Ordinances. The City follows the Ohio Sunshine Law

and Ohio Revised Code which does not changes the Charter or Council Rules when going in to executive session. The list in our Codified Ordinances is not a complete list.

City Manager noted that Section 121.04 of our ordinances is an incomplete list. This is a two-step process and we can go to executive session for anything under that section, state and federal law and our charter.

CITY MANAGER:

- Briefly updated Council and citizens on the goal to get fiber to the City and have a new fiber utility. He will be attending a fiber conference this month. We expect to have legislation before Council this year. With fiber it makes communities more attractive to businesses.
- One business is expected to announce annexation to the City shortly because they want fiber at their location.

Breymaier asked if we knew what the cost of fiber would be. Mr. Lynch estimated three to four million, which could be financed through revenue bonds.

CHANGES TO TONIGHT'S AGENDA:

Mr. Lynch asked as the sponsor to pull Ordinance 2020-03 from the agenda. There was some fine tuning with the negotiations still happening.

Mr. Lynch also asked that Ordinance 2020-06 be added to the agenda.

Alberini made a motion seconded by Waddell to add Ordinance 2020-06 to tonight's agenda.

ROLL CALL: Alberini aye, Baryak aye, Waddell aye, Breymaier aye.

MOTION PASSED 4 – 0

APPROVAL OF PREVIOUS MINUTES:

Alberini made a motion seconded by Waddell to adopt the minutes from the January 22, 2020 Regular Meeting as submitted by the Clerk.

ROLL CALL: Baryak aye, Waddell aye, Breymaier aye, Alberini aye.

MOTION PASSED 4 – 0

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: No unfinished business.

NEW BUSINESS:

Alberini made a motion seconded by Waddell to adjourn into executive session at 6:43 p.m. for the purpose of sale or purchase of property.

ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Baryak aye.
MOTION PASSED 4 – 0

Waddell made a motion seconded by Alberini to adjourn from executive session and reconvene at 6:59 p.m.

ROLL CALL: Breymaier aye, Alberini aye, Baryak aye, Waddell aye.
MOTION PASSED 4 – 0

ORDINANCE 2020-04: AN ORDINANCE AMENDING ORDINANCE 2020-09 AN ORDINANCE ESTABLISHING PAY RATES FOR CERTAIN EMPLOYEES OF THE CITY OF NEWTON FALLS.

Alberini made a motion seconded by Baryak to adopt this Ordinance.

ROLL CALL: Alberini aye, Baryak aye, Waddell aye, Breymaier aye.
MOTION PASSED 4 – 0

Alberini made a motion seconded by Baryak to reconsider Ordinance 2020-04.

ROLL CALL: Baryak aye, Waddell aye, Breymaier aye, Alberini aye.
MOTION PASSED 4 – 0

Waddell made a motion seconded by Alberini to amend Ordinance 2020-04 to an emergency in order to be in effect at the earliest possible date.

ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Baryak aye.
MOTION PASSED 4 – 0

Alberini made a motion seconded by Waddell to adopt Ordinance 2020-04 as an emergency for its first reading.

Vote on Motion to Adopt As an Emergency for its First Reading

ROLL CALL: Breymaier aye, Alberini aye, Baryak aye, Waddell aye.
MOTION PASSED 4 – 0

Waddell made a motion seconded by Baryak to adopt Ordinance 2020-04 as an emergency for its second reading.

Vote on Motion to Adopt for its Second Reading.

ROLL CALL: Alberini aye, Baryak aye, Waddell aye, Breymaier aye.
MOTION PASSED 4 – 0

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.

Alberini made a motion seconded by Waddell to adopt Ordinance 2020-05.

Mr. Lynch asked that this be passed for its first reading so that deliberations and consideration can be held on this lease.

Baryak asked why the City Manager had the sole authority to oversee the whole lease he asked that Council have the right to weigh in.

Attorney Fritz stated that Council with a majority vote directs the City Manager's on what they think is necessary.

Alberini said he met with Ms. Talcott over a year ago and told her he would support this lease if we were not spending any tax payers dollars and if they got support in place.

Waddell stated that number twenty-three on the lease covers what Mr. Baryak is concerned about. He said his stance on the Community Center is clear. He said he would support the lease if it was viable. This Council has never seen a lease for the building because the last proposal was pulled from the agenda.

Baryak asked what right the City Manager had to sponsor legislation.

Waddell called for Point of Parliamentary Inquiry. He stated if you look back the City Manager sponsored legislation for a long time. Nowhere in the Charter does it say he cannot sponsor legislation.

Baryak said Mayor & Council can sponsor legislation but it does not say the City Manager.

Attorney Fritz Stated that the codified ordinance section includes the Council Staff which prepares the agenda. That staff includes the City Manager, City Clerk, Law Director and Finance Director. This staff can put stuff on the agenda. Sponsorship is not specified anywhere in the Charter and the Rules do not say who can or cannot sponsor legislation.

Baryak said he believes administrative is separate from legislative.

Alberini made a motion seconded by Waddell that this is a separate issue from the Ordinance.

Vote on Motion to Adopt Ordinance 2020-05:

ROLL CALL: Baryak aye, Waddell aye, Breymaier aye, Alberini aye.

MOTION PASSED 4 – 0

RESOLUTION 5-2020: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH THOMAS FOK & ASSOCIATES, INC. FOR GENERAL ENGINEERING SERVICES FOR 2020.

Baryak made a motion seconded by Alberini to adopt Resolution 05-2020.

Mr. Lynch explained that Fok is our “in house” engineers. Most importantly Fok is the firm that fills out our OPWC applications free of charge. If we get the grant, they then get paid to do the engineering.

ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Baryak aye.
MOTION PASSED 4 – 0

RESOLUTION 06-2020: A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A PADDLING ENHANCEMENT GRANT THROUGH THE OHIO DEPARTMENT OF NATURAL RESOURCES.

Alberini made a motion seconded by Waddell to adopt Resolution 06-2020.

ROLL CALL: Breymaier aye, Alberini aye, Baryak aye, Waddell aye.
MOTION PASSED 4 – 0

Board and Commission Reports were read per Charter, Article VII, Section 5. The reports read were Civil Service, Planning & Zoning, Park & Recreation, Treasury Investment and Utility Appeals.

Alberini made a motion seconded by Baryak to schedule the second meeting in February for Wednesday, February 19, 2020 at 6:00 p.m.

ROLL CALL: Alberini aye, Baryak aye, Waddell aye, Breymaier aye.
MOTION PASSED 4 – 0

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.

Alberini made a motion seconded by Breymaier to adopt Ordinance 2020-06.

Baryak said he has lived here a long time and he has wanted to get all our eggs in one basket that time is finally here. The goal is to have the municipal building in one spot. One reason he will support this is that the annex building is in bad shape. That building needs a new roof, parking and windows. He felt this was for the betterment of our City. This is a beautiful building and he was assured tonight that Mr. Svette was on board.

Waddell said Council looked at the building. It is a great facility and we have the opportunity to get most of the administrative offices in there. We can also have some rentals and public use because it is ADA accessible.

Alberini thanked the citizens of Ward 1 that contacted him about the City purchasing this building.

Breymaier asked if the Police Department would move. Mayor Kline stated that they would be discussing logistics at the next meeting.

ROLL CALL: Baryak aye, Waddell aye, Breymaier aye, Alberini aye.
MOTION PASSED 4 – 0

Ordinance 2020-06 was read, by title, by the Clerk for its second reading.

Alberini made a motion seconded by Waddell to adopt Ordinance 2020-06 for its second reading.

ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Baryak aye.
MOTION PASSED 4 – 0

PUBLIC COMMENTS:

Bud Fetterolf, 321 Ridge Road agreed that there should be a separation of authority between who was administrative and who was legislative. The Charter does not say anything about the City Manager introducing legislation. Just because we always did it that way does not make it right.

In reference to executive sessions if we follow State/Federal/Charter/Sunshine Laws then say that.

Bill George thanked Council for passing the legislation for meter readers pay by an emergency. He hoped this fixed the issue.

CLOSING REMARKS; MAYOR, CITY MANAGER AND COUNCIL:

Baryak said tonight we saw legislation to apply for a grant from ODNR. He commented that our parks and covered bridge are a jewel in our community.

Waddell said at the next meeting on the agenda would be a discussion on how best to utilize our structures.

He had an opportunity last week to meet with Mr. Mike Wilson, Director of SCOPE and they are excited about the possibility of moving back to Newton Falls and serving meals here again. He also had an opportunity to talk to MS Consultants about the possibility of building a rec center, down the road, for the kids.

Mayor Kline thanked everyone at the table for their diligence and having their hearts in our community and all we can accomplish when we work together. He thanked everyone for their focus on Newton Falls.

Mr. Lynch acknowledged video technician Steve Hardinger’s birthday today.

MOTION TO RECESS INTO EXECUTIVE SESSION:

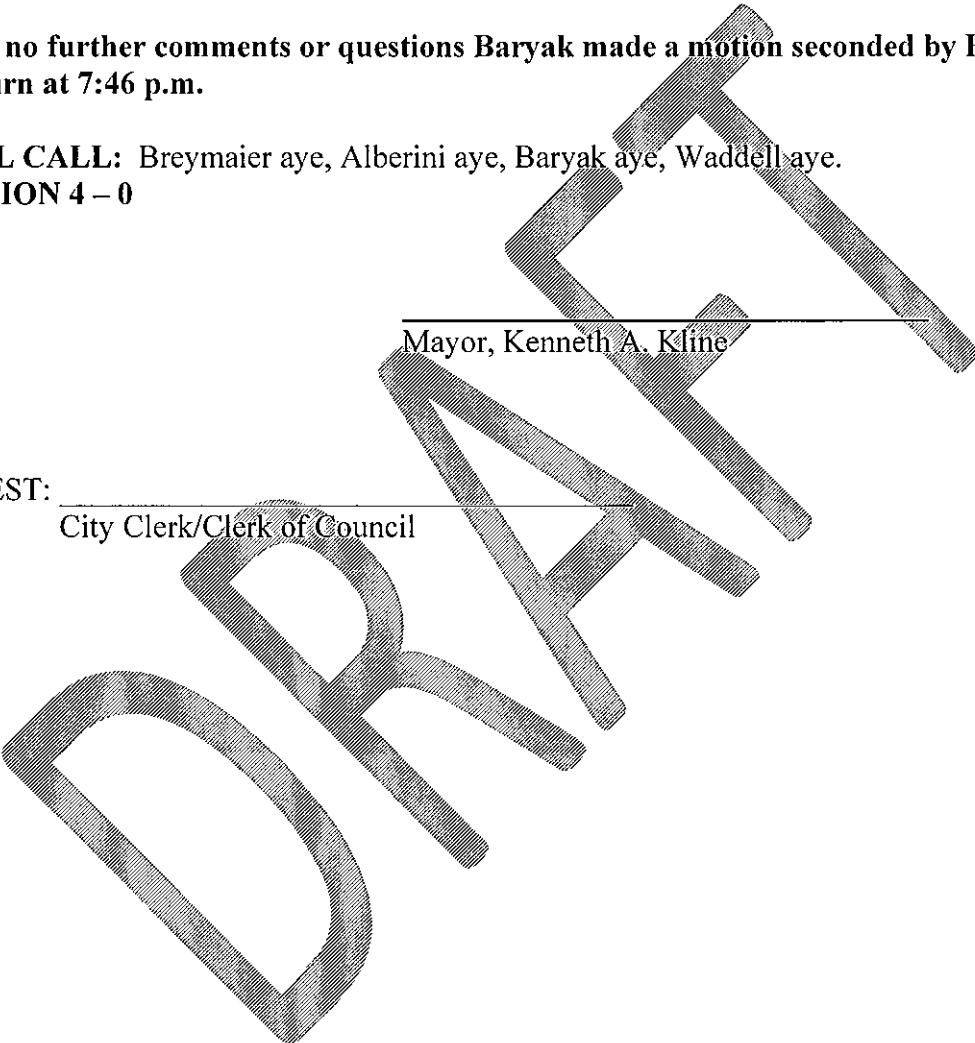
ADJOURN:

After no further comments or questions Baryak made a motion seconded by Breymaier to adjourn at 7:46 p.m.

**ROLL CALL: Breymaier aye, Alberini aye, Baryak aye, Waddell aye.
MOTION 4 – 0**

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council



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 2020-07

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

(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 position of Part-Time laborer; and

WHEREAS, City Council wishes to authorize a pay rate of \$14.75/hour for Part-Time laborers, as a supplement for basic labor work in various departments, especially the utility departments where part-time meter readers will also be used as part-time laborers.

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
Laborers	\$ 10.75 – \$12.00 (Hourly)
Laborer	\$14.75 (Hourly)

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

PASSED IN COUNCIL THIS _____ DAY OF FEBRUARY 2020.

Mayor Kenneth A. Kline

ATTEST: _____
Clerk of Council/City Clerk

RESOLUTION 07-2020

AN RESOLUTION DIRECTING THE CITY MANAGER TO CONDUCT A SPACE UTILIZATION STUDY IN ORDER TO PROPERLY EVALUATE AND MAKE USE OF SPACE FOR MUNICIPAL FUNCTIONS ESPECIALLY IN LIGHT OF THE CITY'S ACQUISITION OF THE CONGREGATIONAL CHURCH LOCATION IN NEWTON FALLS OHIO.

(Sponsored by Mayor Kline, Ward 1 Councilman Zachary Svette, Ward 2 Councilman John Baryak, Ward 3 Councilman Lyle Waddell, Ward 4 Councilman Sandra Breymaier, at-large Councilman Tarry Alberini and City Manager David Lynch)

WHEREAS, the city of Newton Falls desires to achieve the very highest level of efficiency in utilizing available space for the purpose of various municipal services; and

WHEREAS, the city of Newton Falls is in the process of the acquisition of additional space at the location of the First Congregational Church of Newton Falls on Broad Street; and

WHEREAS, proper space utilization is essential to providing service to our citizens which is safe, accessible, and convenient for the community; and

WHEREAS, the City Council wishes to be informed as to the most effective way utilize space available to the municipality to achieve these above stated goals.

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

SECTION I: The City Manager is requested to conduct a comprehensive space utilization survey of City offices to include but not limited to the properties located at 19 North Canal, 419 North Center, 36 Broad Street and 526 West Broad Street, and report back to Council his findings to maximize efficiency in the spaces now available to the municipality for service to its citizens.

PASSED IN COUNCIL THIS 19TH DAY OF FEBRUARY, 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

Memorandum



To: Members of Council
David M. Lynch City Manager
J. Fritz, Law Director

From: Anna Marie Musson, Director of Finance *Anna M. Musson*

Date: February 14, 2020

Subject: Month End Financial Reports for January 2020

Financial Project Updates for Period 1

The monthly reports include the following financial information:

- January Bank Balances
- Utility Revenue Report
- Credit Card Report
- Income Tax Summary
- Income Tax Distribution Report
- Income Tax Dashboard Analysis
- Utility Billing Collection Summary
- Investment Performance Analysis

Updates:

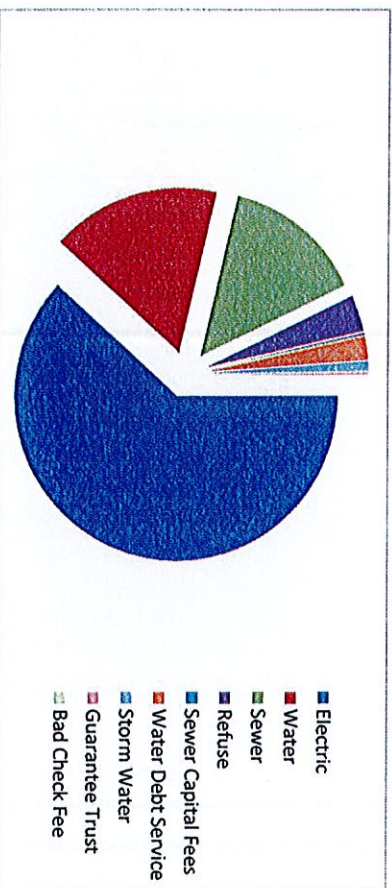
The City has submitted 1095 B's in compliance with ACA reporting
The City has submitted the BWC true up payroll report
Preparing the GAAP statements for 2019

2020 Financial Reports City of Newton Falls, Ohio for Period 1

MTD Bank Report for Year 2020 Month 1 - City of Newton Falls

Bank	Description	Beg Monthly Balance	Deposits/Interest Income	Change in Market Value	Withdrawals	Transfers In	Transfers Out	Ending Balance
Huntington 2863	Main Account	\$388,529.37	\$1,171,742.73	\$0.00	\$875,363.51	\$0.00	\$236,672.76	\$448,235.83
Huntington 2986	Payroll	\$0.00	\$0.00	\$0.00	\$219,250.26	\$219,250.26	\$0.00	\$0.00
Huntington 2876	Housing	\$83,101.51	\$12,950.82	\$0.00	\$0.00	\$0.00	\$0.00	\$96,052.33
	Money Market							
Huntington 3222	Account	\$679,701.11	\$681.62	\$0.00	\$0.00	\$0.00	-\$200,000.00	\$480,382.73
Huntington 9451	Healthcare Account	\$0.00	\$0.00	\$0.00	\$0.00	\$18,647.61	\$18,647.61	\$0.00
USB Financial Services	Main Account	\$5,440,518.99	\$5,294.41	\$41,008.85	-\$350,000.00	\$0.00	\$0.00	\$5,136,822.25
	Cincinnati Asset Management	\$2,385,829.69	\$355,930.61	\$45,160.54	-\$5,041.92	\$0.00	\$0.00	\$2,781,878.92
6 Banks		\$8,977,680.67	\$1,546,600.19	\$86,169.39	\$739,571.85	\$237,897.87	\$55,320.37	\$8,943,372.06

Utility	Monthly Revenue Report for January	January	YTD
Electric		\$490,184.21	\$490,184.21
Water		\$134,277.20	\$134,277.20
Sewer		\$113,182.15	\$113,182.15
Refuse		\$28,289.37	\$28,289.37
Sewer Capital Fees		\$1,085.14	\$1,085.14
Water Debt Service		\$17,789.96	\$17,789.96
Storm Water		\$7,555.64	\$7,555.64
Guarantee Trust		\$1,400.00	\$1,400.00
Bad Check Fee		\$80.00	\$80.00
		\$793,843.67	\$793,843.67



UTILITY REVENUE REPORT

2019

	ELECTRIC	WATER	SEWER	OH VAL REFUSE	SEWER CAP FEES	WATER DEBT SVC	STORM WATER	G/T	BAD CHECK FEE	DAILY TOTAL	JOURNAL #
JANUARY 2020											
WED 1	2,732.81	-155.41	1,068.07	473.06		-11.85	89.71			-167.26	RJ202001200
THURS 2	3,566.91	517.39	487.49	195.63		200.59	89.71			5,871.58	RJ202001201
FRI 3	1,734.72	852.23	912.31	152.04		78.82	34.89			4,881.13	RJ202001202
MON 6	535.68	439.87	302.60	101.36	14.51	64.90	22.68	225.00		4,013.01	RJ202001203
MON 6 NCOURT		211.49	168.54	75.24		32.76	12.30			2,409.03	RJ202001204
MON 6	22,914.44	8,290.77	7,414.13	2,661.04	53.88	1,151.22	487.42			42,972.80	RJ202001205
TUES 8	8,806.92	3,040.69	2,680.89	1,210.53	58.04	507.81	221.92			16,526.80	RJ202001206
WED 8	104,138.02	12,076.87	9,376.28	2,270.61	101.57	1,807.86	997.12			130,768.33	RJ202001207
THURS 8		(52.09)				(5.37)				-57.46	RJ202001208
MON 6 ACH	24,223.24	9,621.53	8,834.97	2,403.85	87.06	1,648.32	607.65		40.00	47,466.52	RJ202001209
TUES 8 NCOURT	3,203.22	602.83	593.28	266.89		91.83	45.15		40.00	4,843.20	RJ202001210
WED 9 NCOURT	3,104.40	1,613.13	1,166.34	334.25	14.51	196.12	60.03			6,490.78	RJ202001211
WED 8		-136.63								-136.63	RJ202001212
THUR 9	22,050.07	7,459.12	6,649.14	2,578.43	14.51	1,144.92	501.71			40,397.90	RJ202001213
THUR 10 NCOURT	2,315.64	3,473.49	594.13	102.44		953.88	25.73			7,465.31	RJ202001214
FRI 10 NCOURT	1,100.88	625.88	464.40	168.13		92.69	27.47			2,479.45	RJ202001215
FRI 10	9,446.31	3,946.70	2,724.20	1,041.34		574.69	270.14			18,003.38	RJ202001216
MON 13 NCOURT	1,438.11	340.89	371.02	157.51		53.43	30.02			2,440.98	RJ202001217
MON 13 National Guard		835.89	755.52			5.37				1,596.78	RJ202001218
MON 13	19,041.66	6,830.33	7,096.61	2,109.50	29.02	969.96	417.09			36,494.17	RJ202001219
TUES 14	44,216.50	20,091.22	3,133.58	536.98	39.09	458.14	145.37			68,620.89	RJ202001220
TUES 14	33,006.41	7,700.43	5,413.84	1,514.71	15.16	1,018.24	433.95			49,102.74	RJ202001221
TUES 14 NCOURT		141.27	166.76	75.65		27.67	15.46			753.11	RJ202001222
WED 15 NCOURT	5,187.22	1,430.74	1,723.85	626.08	14.51	232.02	120.25			9,334.67	RJ202001223
WED 15	1,884.75	706.76	800.73	248.63		89.85	40.59			3,771.31	RJ202001224
THUR 16	12,599.60	2,270.36	2,571.96	440.55	58.04	490.94	101.50			18,532.95	RJ202001225
FRI 18 NCOURT	1,196.22	605.72	478.96	191.10		73.47	27.62			2,573.09	RJ202001226
FRI 18 NCOURT		78.73	38.56	20.85		7.36	4.11			200.00	RJ202001227
FRI 17	4,222.89	1,082.97	840.00	277.67		140.67	61.46	225.00		6,850.66	RJ202001228
TUES 21	2,903.28	842.20	978.92	354.20		120.10	51.40			5,250.10	RJ202001229
TUES 21 NCOURT		169.93	83.61	56.89		16.65	9.29			404.51	RJ202001230
WED 22	3,342.85	1,133.37	1,109.20	434.87		179.99	73.76			6,274.04	RJ202001231
WED 22 NCOURT	4,139.09	1,402.29	1,713.07	461.66		177.53	79.61	450.00		8,423.25	RJ202001232
WED 22 NCOURT	817.07	525.56	276.00	77.62		74.23	25.26			1,795.74	RJ202001233
WED 22 NCOURT		31.76	58.07	9.48		8.42	1.55			116.48	RJ202001234
THUR 23	21,762.25	4,919.17	9,470.88	286.30	222.01	222.97	261.18			37,144.76	RJ202001235
THUR 23	20,093.83	3,554.48	8,637.04	103.12	188.63	121.41	250.88			32,949.39	RJ202001236
FRI 24 NCOURT		73.12	114.23	26.49		19.03	4.32			342.77	RJ202001237
MON 27 NCOURT	531.87	99.46	109.73	66.85		19.56	51.92			838.39	RJ202001238
MON 27	1,674.50	712.95	636.46	176.95	14.51	107.10	10.92			3,373.75	RJ202001239
TUES 28	8,180.90	3,186.35	2,747.75	1,099.09		472.19	51.28			15,899.09	RJ202001240
TUES 28 NCOURT		825.95	258.75	102.60		48.37	21.36			3,373.75	RJ202001241
WED 29	14,226.37	3,840.78	3,566.29	1,424.70	87.54	605.47	274.94	350.00		1,547.89	RJ202001242
WED 29 NCOURT	2,395.68	1,322.34	867.64	332.93	14.51	112.92	18.53			5,184.11	RJ202001243
THUR 30 NCOURT	1,558.92	1,043.09	306.02	93.16		182.92	459.87			3,133.64	RJ202001244
THUR 30	34,241.81	8,697.11	10,375.04	1,635.39	14.51	598.97	815.55	150.00		57,979.66	RJ202001245
FRI 31	36,860.27	5,899.44	4,532.64	1,210.28	43.53	106.06	33.33			49,960.68	RJ202001246
FRI 31 NCOURT	1,754.49	741.50	575.81	102.71						3,313.90	RJ202001247
MISC:											
TOTAL JANUARY 2019	490,184.21	134,277.20	113,182.15	28,289.37	1,085.14	17,789.96	7,555.64	1,400.00	80.00	793,843.67	
TOTAL YTD	490,184.21	134,277.20	113,182.15	28,289.37	1,085.14	17,789.96	7,555.64	1,400.00	80.00	793,843.67	

UTILITY OFFICE BILLING REPORT FOR CITY COUNCIL

	<u># BILLED</u>	<u>\$ BILLED</u>	<u>LATE FEES BILLED</u>	<u>TOTAL \$ BILLED</u>	<u>\$ COLLECTED</u>	<u>NEW ACCT DEPOSITS COLLECTED</u>	<u>TOTAL \$ COLLECTED</u>
Jan-20	3170	\$ 759,952.03	\$ 17,244.44	\$ 777,196.47	\$ 793,843.67	\$ 1,400.00	\$ 795,243.67
		\$ 759,952.03	\$ 17,244.44	\$ 777,196.47	\$ 793,843.67	\$ 1,400.00	\$ 795,243.67

City of Newton Falls

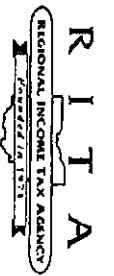
Credit Card Statement

January 2020

City Administration	\$ 4,367.25
Electric	\$ 0.00
Finance	\$ 5,401.38
Municipal Court	\$ 193.63
Police	\$ 424.89
Street	\$ 714.67
Water Plant	\$ 0.00
Water Distribution	\$ 8.50
Waste Water	\$ 869.65
Total	\$ 11,979.97

MONTHLY DISTRIBUTION SUMMARY REPORT

CITY OF NEWTON FALLS PERIOD 1 2020



From: Dec-19 Through: Dec-19 Municipality: NEWTON FALLS

Distributions for NEWTON FALLS

Collections for	Month Distributed	Advance Gross	Recon Gross	Total Gross	Advance Retainer	Recon Retainer	Total Retainer	Advance Adjustments	Recon Adjustments	Total Adjustments	Advance Net	Recon Net	Total Net
Dec-19	Jan-20	35,197.70	8,739.34	43,937.04	1,055.93	262.18	1,318.11	0.00	111.32	111.32	34,141.77	8,365.84	42,507.61
TOTAL		35,197.70	8,739.34	43,937.04	1,055.93	262.18	1,318.11	0.00	111.32	111.32	34,141.77	8,365.84	42,507.61

MONTHLY DISTRIBUTION REPORT

CITY OF NEWTON FALLS PERIOD 1 2020



PERIOD 01 DISTRIBUTION FOR NEWTON FALLS

Date	Variance	Distribution	Tax	Withholder				Individual				Net Profit			
				PI	Ref/Adj	Tax	PI	Ref/Adj	Tax	PI	Ref/Adj	Tax	PI	Ref/Adj	
01/02/2020		189.00	0.00	0.00	0.00	189.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/03/2020		1,828.93	379.31	0.00	0.00	448.12	0.00	0.00	1,001.50	0.00	0.00	0.00	0.00	0.00	
01/06/2020		270.13	0.00	0.00	0.00	245.06	25.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/07/2020		1,812.93	518.41	124.77	0.00	1,169.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/08/2020		450.55	146.06	0.00	0.00	229.32	75.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/09/2020		456.10	61.34	0.00	0.00	342.66	52.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/10/2020		1,086.24	95.76	0.00	0.00	990.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/13/2020		1,931.92	296.58	0.00	0.00	1,370.02	265.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/14/2020		2,500.65	1,589.17	0.00	0.00	806.14	105.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/15/2020		1,727.02	518.16	0.00	0.00	221.74	183.12	0.00	0.00	1,844.00	0.00	-1,040.00	0.00	0.00	
01/16/2020		2,019.92	607.47	0.00	0.00	1,006.96	58.55	0.00	0.00	346.94	0.00	0.00	0.00	0.00	
01/17/2020		11,158.85	7,859.32	0.00	0.00	2,264.05	1,035.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/21/2020		1,451.89	726.03	0.00	0.00	725.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/22/2020		7,707.20	6,595.35	0.00	0.00	742.37	375.00	0.00	0.00	-5.52	0.00	0.00	0.00	0.00	
01/23/2020		2,813.38	2,570.38	0.00	0.00	243.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/24/2020		3,176.78	3,076.78	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01/27/2020		863.46	152.48	0.00	0.00	558.54	0.49	0.00	0.00	151.95	0.00	0.00	0.00	0.00	
01/28/2020		5,505.43	5,232.86	0.00	0.00	345.28	9.46	-278.17	196.00	0.00	0.00	0.00	0.00	0.00	
01/29/2020		922.27	740.99	0.00	0.00	0.00	81.00	0.00	53.93	46.35	0.00	0.00	0.00	0.00	

MONTHLY DISTRIBUTION REPORT

CITY OF NEWTON FALLS PERIOD 1 2020



PRD 01 2020	47,872.65	31,166.45	124.77	0.00	11,998.35	2,266.10	-278.17	3,588.80	46.35	-1,040.00
PRD 01 2019	40,070.36									
PRD 01 2020-2019	7,802.29	19.47%								
PRD 01 TAXYR 20	565.92	565.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRD 01 TAXYR 19	43,130.45	30,822.52	124.77	0.00	9,039.98	0.00	-278.17	3,421.35	0.00	0.00
PRD 01 TAXYR 18	81.09	-221.99	0.00	0.00	565.58	663.80	0.00	113.70	0.00	-1,040.00
PRD 01 TAXYR 17	1,547.61	0.00	0.00	0.00	1,088.96	358.55	0.00	53.75	46.35	0.00
PRD 01 TAXYR 16	1,533.58	0.00	0.00	0.00	1,136.00	397.58	0.00	0.00	0.00	0.00
PRD 01 TAXYR 15	731.00	0.00	0.00	0.00	124.83	606.17	0.00	0.00	0.00	0.00
PRD 01 TAXYR 14	283.00	0.00	0.00	0.00	43.00	240.00	0.00	0.00	0.00	0.00
PRD 01 TAXYR 13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
YTD 2020	47,872.65	31,166.45	124.77	0.00	11,998.35	2,266.10	-278.17	3,588.80	46.35	-1,040.00
YTD 2019	40,070.36	33,782.17	25.00	0.00	9,254.86	438.36	0.00	-407.25	0.00	-3,022.78
YTD 01 2020-2019	7,802.29	19.47%								
YTD 2020 ABOVE	47,872.65									
YTD 2020 RETAINER	1,436.18									
YTD 2020 AVERAGE %	3.00%									
YTD 2020 NON-RETAIN	159.16									
PRD 01 NON-RETAIN	159.16									
PRD 01 ABOVE	47,872.65	TOTAL	47,872.65	ADVANCE RECONCILIATION	0.00					
PRD 01 RETAINER %	3.00%									
PRD 01 RETAINER	1,436.18		1,436.18	0.00						
PRD 01 NET	46,436.47		46,436.47	0.00						

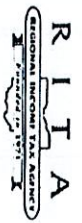
THE AMOUNTS REPRESENT COLLECTIONS FROM JANUARY 2020 DISTRIBUTED TO YOU FEBRUARY 2020 (ADVANCE)

TAX AUTHORITY DASHBOARD

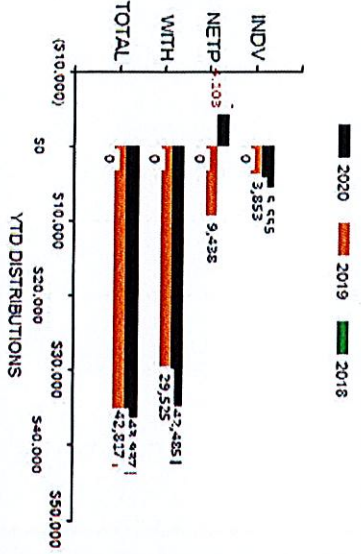
PERIOD 1 2020
THIS REPORT MAY CONTAIN CONFIDENTIAL INFORMATION

NEWTON FALLS (NORTHEAST)

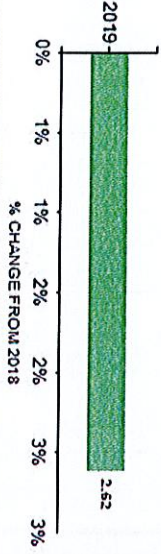
*REPORTED ON A CASH BASIS



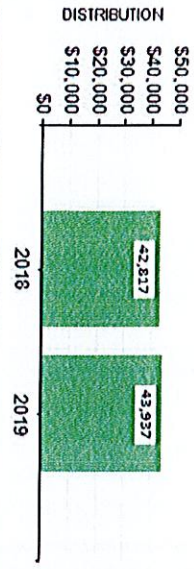
YEARLY GROSS DOLLAR DISTRIBUTION COMPARISON BY ACCOUNT TYPE - THROUGH DECEMBER



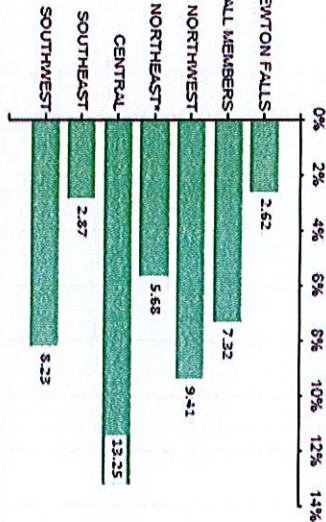
MONTHLY GROSS DISTRIBUTION PERCENTAGE CHANGE COMPARISON TO DECEMBER 2018



MONTHLY GROSS DOLLAR DISTRIBUTION COMPARISON DECEMBER



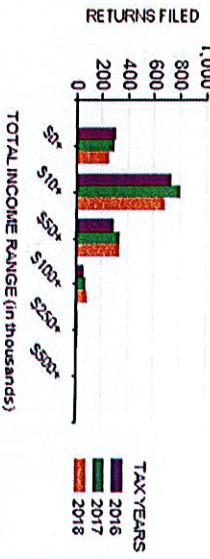
YEARLY GROSS DISTRIBUTION VARIANCE PERCENTAGE FROM 2019 - THROUGH DECEMBER



4 DAYS UNTIL NEXT DISTRIBUTION

2020 PERIOD 1	TOTAL	ADVANCE	RECONCILIATION
GROSS DISTRIBUTION	47,872.65	47,872.65	0.00
RETAINER	1,436.18	1,436.18	0.00
ADJUSTMENT	0.00	0.00	0.00
NET	46,436.47	46,436.47	0.00
NET 2019 PD 1	63,274.47	38,868.25	24,406.22

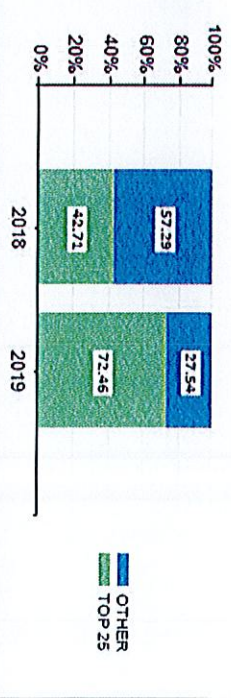
INDIVIDUAL RETURNS FILED BY INCOME RANGE



TOP 10 WITHHOLDING DOLLARS

ACCOUNT TYPE	YTD 2020	YTD 2019	DIFFERENCE
A	7,286.35	-1,370.73	8,657.08
B	3,602.32	3,358.88	243.44
C	2,586.04	0.00	2,586.04
D	2,291.28	4,185.00	-1,893.72
E	1,950.24	1,735.18	215.06
F	1,408.49	1,685.39	-276.90
G	1,339.36	953.09	386.27
H	1,057.79	706.25	351.54
I	642.39	592.61	49.78
J	641.17	929.84	-288.67
TOTAL	22,805.43	12,775.51	10,029.92

TOP 25 DOLLAR DISTRIBUTORS PERCENTAGE OF OVERALL YTD COLLECTIONS



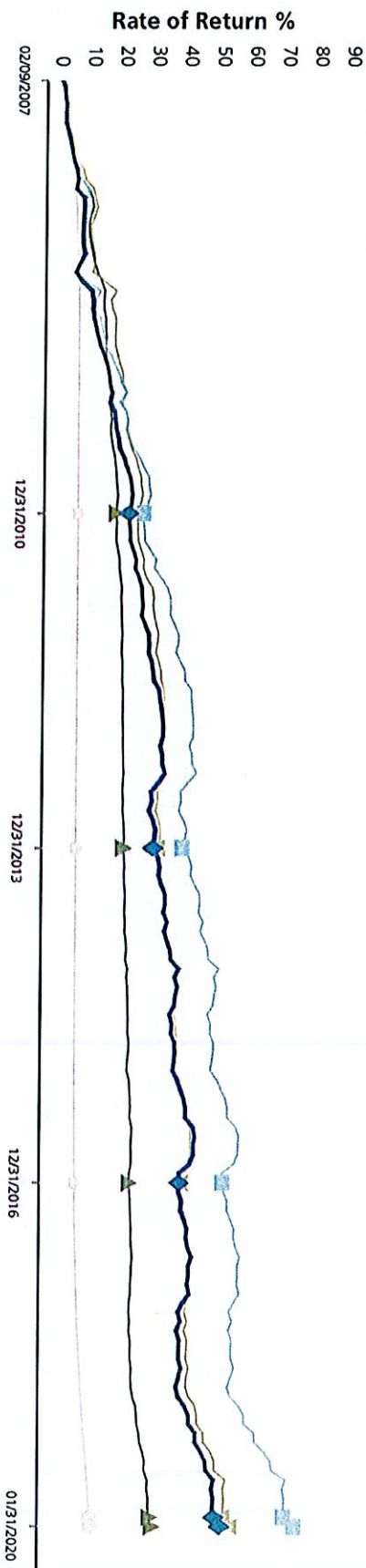
TOP 5 YTD DOLLAR DISTRIBUTION CHANGES +/-

ACCOUNT TYPE	AMOUNT
A	NET PROFIT -7,786.46
B	NET PROFIT -3,793.25
C	NET PROFIT -1,900.00
D	WITHHOLDER -1,893.72
E	NET PROFIT -1,282.16
F	WITHHOLDER 8,657.08
G	WITHHOLDER 2,586.04
H	NET PROFIT 1,279.04
I	NET PROFIT 1,157.00
J	INDIVIDUAL 684.05



Cumulative performance

as of January 31, 2020



Net Time-weighted ROR	02/09/2007 to 12/31/2010	02/09/2007 to 12/31/2013	02/09/2007 to 12/31/2016	02/09/2007 to 12/31/2019	02/09/2007 to 01/31/2020	Annualized 02/09/2007 to 01/31/2020
◆ Net Time-weighted ROR	21.91	30.29	39.06	50.29	52.09	3.28

Benchmarks - Time-weighted returns

◆ US Treasury Bill - 3 Mos	6.37	6.58	6.91	12.18	12.32	0.90
■ Barclays Agg Bond	26.65	39.46	52.53	71.72	75.02	4.41
▲ Barclays US Ag Gov Agency	24.65	31.65	39.66	52.95	55.30	3.45
▲ Barclays US Gov 1-3Y	18.18	21.08	23.62	30.66	31.38	2.12

Past performance does not guarantee future results and current performance may be lower/higher than past data presented.

CITY OF NEWTON FALLS

OVERTIME

PPE 01/11/2020

DEPT:

	<u>HOURS</u>	<u>WAGES</u>	<u>COMP TIME HOURS EARNED</u>
POLICE (OFFICERS)	63.50	\$1,873.67	
POLICE (OFFICER IN CHARGE)	61.50	\$18.45	
CITY MANAGER	9.00	\$318.60	
FINANCE	7.00	\$225.75	
STREET	14.00	\$450.71	
WATER PLANT	20.00	\$630.36	
WATER DISTRIBUTION	6.00	\$170.91	2.00
WASTEWATER	19.00	\$556.17	2.00
ELECTRIC	10.00	\$396.60	
UTILITY OFC	17.50	\$476.50	12.75
ZONING			9.50
	<hr/>		
TOTALS	227.50	\$5,117.72	26.25

CITY OF NEWTON FALLS

OVERTIME

PPE 01/25/2020

DEPT:

	<u>HOURS</u>	<u>WAGES</u>	<u>COMP TIME HOURS EARNED</u>
POLICE (OFFICERS)	66.75	\$2,119.32	
POLICE (OFFICER IN CHARGE)	41.00	\$12.30	
CITY MANAGER	3.50	\$123.90	
FINANCE	2.25	\$72.56	
STREET	92.00	\$3,065.98	
WATER PLANT	22.00	\$646.80	
WATER DISTRIBUTION	8.50	\$302.17	
WASTEWATER	19.00	\$557.76	
ELECTRIC	20.50	\$711.04	
UTILITY OFC	15.00	\$410.18	3.00
ZONING			6.00
TOTALS	290.50	\$8,022.01	9.00