

NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA

MONDAY, MARCH 2, 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 - Pastor Betty Angelini, Presbyterian Church of Warren

3. Roll Call

4. Special presentations by staff members or invited consultants

Paul Woodard, Newton Falls School Superintendent
Certificate of Achievement - Rachel Grunder - Solo Styles LLC

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 19, 2020 - Regular Meeting

8. Public Hearings:

1. Ord. 2020-07: Amending Ord.2014-09 part-time pay for laborers.

9. Unfinished Business:

1. Ord. 2020-07: Amending Ord.2014-09 part-time pay for laborers.

10. New Business:

1. Ord. 2020-08: Amending Codified Ord, Chapter 121 in reference to delivery of agenda and documentation.
2. Ord. 2020-09: Authorizing a contract with the Newton Falls Congregational Church.
3. Res. 08-2020: Authorizing the City Manager to enter into an agreement with Untangled Technologies.
4. Res. 09-2020: Accepting the MOU and authorizing acceptance regarding use of potential opioid litigation settlement funds.
5. Res. 10-2020: Indicating what services the City will provide to the proposed annexed areas.
6. Res. 11-2020: Authorizing Trumbull County to advertise and accept bids for the 2020 paving project.

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)
- 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:

Certificate of Achievement

This Certificate of Achievement, is issued for

Rachel Grunder-Solo Styles LLC

In recognition of your commitment to the

City of Newton Falls and

Congratulations on the opening of your new business.

Awarded on this 2nd day of March 2020 by the

Newton Falls City Manager

Kenneth A. Kline, Mayor

David M. Lynch, City Manager

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

ORDINANCE 2020-08

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 121, SECTION 121.02 OFFICERS AND STAFF (b) COUNCIL STAFF IN REFERENCE TO DELIVERY OF COUNCIL AGENDA AND DOCUMENTATION.

(Sponsored by: Councilman John Baryak, Ward 2)

WHEREAS, Newton Falls Codified Ordinance Chapter 121, Section 121.02 Officer and Staff (b) Council Staff requires agendas and documentation to be delivered to the Mayor and Council members by noon Saturday prior to the Monday Council meeting; and

WHEREAS, Council wishes to receive the agenda and documentation earlier to have more time to read and review the information.

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

SECTION I: Newton Falls Codified Ordinance, Chapter 121, Section 121.02 Officers and Staff (b) Council Staff shall be amended as follows:

121.02 OFFICERS AND STAFF.

(b) Council Staff. The City Manager, the City Clerk, Director of Law, and the Director of Finance shall constitute the Council staff. The City Manager shall be the executive officer of the staff. The City Manager, with the help of the Council staff, the Mayor and Council, shall prepare the agenda for each regular and special Council meeting, together with necessary documentation. The agenda and such documentation shall be delivered to the Mayor and Council members, at their residence or place of business, by ~~noon Saturday~~ **4:00 p.m. Thursday** prior to the Monday Council meeting. Any addition to the prepared agenda governing the meeting shall be approved by a majority vote of Council members present, before it can be added to the agenda. (Res. 3865. Passed 1-21-85.)

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 MARCH 2020.

MAYOR, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

ORDINANCE 2020-09

AN ORDINANCE REPEALING ORDINANCE 2020-06 AND AUTHORIZING A NEW CONTRACT WITH THE NEWTON FALLS FIRST CONGREGATIONAL CHURCH.

(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)

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, The City Council wishes to revoke the contract approved February 3, 2020 and approve a new contract which requires the seller church to pay for correction of a sewer issue.

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

SECTION I: Newton Falls City Council hereby repeals Ordinance 2020-06 revoking the purchase agreement marked "Exhibit A" attached to Ordinance 2020-06.

SECTION II: Newton Falls City Council hereby authorizes a new contract with the First Congregational Church marked "Exhibit A" attached hereto as if fully rewritten herein which requires the seller to pay for sewer repairs.

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

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 NOT A BINDING CONTRACT UNTIL THE SELLER HAS ACCEPTED THE OFFER HEREBY MADE BY THE BUYER AND SAME IS APPROVED BY CITY COUNCIL

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

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

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

The following items shall also remain (check all applicable items):

- range and oven
- refrigerator gas grill
- dishwasher all existing window treatments
- microwave ceiling fan(s)
- wood burner stove inserts fireplace tools, screen, doors, grate & gas log
- hot tub & accessories swimming pool & accessories
- shed invisible fence / controls

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

NOT INCLUDED: List of any and all chattel and furnishings approved by buyer

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).
\$ 1% 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

4. ADDITIONAL AGREEMENTS AND CONTINGENCIES, Contingent upon approval by City Council on or before March 16, 2020. Must be approved by city law director. The city's due diligence inspection described in Paragraphs 12 and 13 has revealed a storm sewer issue and seller has agreed to pay for repair of said issue to the satisfaction of the buyer using A to Z plumbing company. Closing must be accomplished on or before May 3, 2020. The Feb. 3, 2020 contract is null and void. City manager's signature on offer sheet does not bind city as council approval is needed.

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.

UT, 2/20/20
Buyer Initials Date

[Signature]
[Signature]
Date



All in good 3/1/20 Revised 12/2015

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

02, 2/26/20
Buyer Initials Date

SRM PRP
03/01/20 03/01/20
Seller Initials verified

DL
h.f.
D.R.J.R.
Date

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 its 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

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.

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.

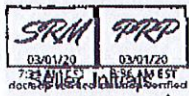
141. 15. **SURVEY** If a Buyer desires or requires a boundary or location survey, the Buyer shall pay the cost thereof. If a
 142. survey is required for division of property or by county standards of conveyance, it is the Seller's Cost.

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.

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

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 disbursed 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.

UF _____ Date 2/26/20
 Buyer Initials Date



LED R.J.R.
 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. 20. MISCELLANEOUS Buyer has examined all property involved and, in making this offer, is relying solely upon such
173. examination with reference to the condition, character and size of land and improvements and fixtures, if any. All provisions
174. of this contract shall survive the closing. Parties acknowledge that REALTORS® may be entitled to additional
175. compensation for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean
176. either the singular or plural as indicated by the number of signatures hereto. FACSIMILE AND/OR EMAIL
177. TRANSMISSIONS are an acceptable mode of communication in this transaction provided the facsimile and/or email is
178. 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 900 PM by seller March 2, 2020, council approval on or before March 16, 2020
183. Select one:
184. This contract shall be performed and this transaction closed within _____ 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 May 3, 2020
188. Possession: Seller shall deliver possession of the property to the Buyer on or before May 4, 2020
189. after filing the deed for record. BUYER AND SELLER MUST AGREE TO AN EARLY CLOSING OR EARLY POSSESSION
190. IN WRITING.

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.

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.

199. Buyer: (\$ 10,000) 3/16/20 Date
200. Buyer (Signature) _____ Date _____
201. City of Newton Falls, 19 North Canal Street, Newton Falls, Ohio 44444

202. Address
203. 330-872-0806
204. Phone
205. Chuck Joseph for Platz Realty Group
206. Sales Associate for Buyer Brokerage
207. Selling Brokers Name Brokers License Number Phone Email
208. _____
209. Selling Agent Name RE License Number Phone Email
210. _____

212. Sirivay R. Macanista dotloop verified 03/01/20 7:32 AM EST 2781AT QVZ08-TW81P Paul R. Paisley dotloop verified 03/01/20 8:36 AM EST TY8S-P2N7-UR8B-AGCS
213. Seller (Signature) Date Seller (Signature) Date
214. Laura Clark Yang 3-1-20 Robert J. Baird 3-1-20
215. Address

218. 330-872-0808 Teresa M Crew for Action Realty Co
219. Phone Sales Associate for Seller Brokerage
220. Teresa M Crew 431767 330-872-7800 actionrealtyreo@aol.com
221. Listing Brokers Name Brokers License Number Phone Email
222. Teresa M Crew 398166 330-307-3195
223. Listing Agent Name RE License Number Phone Email

227. RECEIPT
228. Received from Buyer this _____ day of _____, 2020 the sum of One thousand dollars
229. (\$ 1,000) as earnest money.
230. Check Number: _____ Agent _____

RESOLUTION 8-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH UNTANGLED TECHNOLOGY FOR GENERAL TECHNOLOGY CONSULTING.

(Sponsor: City Manager)

WHEREAS, Untangled Technology, Inc. has performed general technology services for other municipalities in reference to fiber, computer networking, and WiFi installations; and

WHEREAS, The City of Newton Falls would like to enter into a contact with Untangled Technology to perform general technology services guiding the City of Newton Falls in reference to establishing a fiber utility; and

WHEREAS, Services will include but are not limited to technical support on fiber infrastructure networks; 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 Untangled Technology of Ohio in the amount not to exceed \$5,000.00 (Five 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 2nd DAY OF MARCH 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, City Clerk



Client: The City of Newton Falls, Ohio

Consultant – Dustin Wright: Untangled Technology, LLC is a computer networking company located in Akron, Ohio. It was founded in 2009 by Dustin Wright, a technology consultant with a passion for wireless and fiber networking. What started out as a hobby quickly grew into a thriving business built around custom networking & server hosting.

Services range from small corporate indoor WiFi installations to massive outdoor infrastructure networks for cities or school systems. Customers have included The City of Fairlawn, The City of Cleveland, and Kent City Schools. Dustin currently serves as the Chief Technology Officer (CTO) for FairlawnGig, a municipal fiber broadband utility located in Fairlawn, Ohio.

In addition to networking, Dustin operates The Amazing Cloud, LLC, a Voice-Over-IP (VOIP) telephone provider in Fairlawn, Ohio. When paired with fiber internet, this re-sale telephone service can bring robust VOIP options to your home and business subscribers.

Dustin has been involved with computer networking since the 1990's. He has served as the mayor's IT expert citizen appointee for the City of Canton and has been Cisco CCNA certified. Over the years Dustin and his company Untangled Technology have evolved to become a networking leader in the Northeast, Ohio region.

Communication Expectations: Dustin Wright can be reached during normal business hours using the following methods:

Email: dwright@untangledtechnology.com

Cell: 330-806-9442

After hours support (evenings / weekends): support@untangledtechnology.com

Services:

- Initial: Dustin Wright will attend a 2 hour meeting to discuss municipal fiber services
- Reoccurring: To be determined

Rate: General technology consulting will be billed monthly for the rate of \$175 / hour.

Initial contract capped at \$5,000.00. Future amounts to be determined.

Client Representative Signature

Date

Client Representative Name (Printed)

RESOLUTION 09-2020

A RESOLUTION TO ACCEPT THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND AUTHORIZING THE VILLAGE SOLICITOR TO ACCEPT THE MEMORANDUM REGARDING THE PURSUIT AND USE OF POTENTIAL OPIOID LITIGATION SETTLEMENT FUNDS.

(Sponsor: City Manager)

WHEREAS, the City of Newton Falls, Ohio (herein “Municipality”) is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted a One Ohio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, nothing in the MOU binds any party to a specific outcome; and

WHEREAS, any resolution under the MOU will require acceptance by the State of Ohio and the Local Governments; and

WHEREAS, Council understands that the purpose of the MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, Council understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio; and

WHEREAS, Council wishes to agree to the non-binding Memorandum of Understanding,
COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY RESOLVES:

Section 1. That the City Solicitor is authorized to accept the One Ohio Memorandum of Understanding on behalf of the City of Newton Falls.

Section 2. That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

PASSED THIS 2ND DAY OF MARCH, 2020.

Mayor, Kenneth A. Kline

Attest: _____
Clerk of Council, Kathleen M. King

ONE OHIO MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

Whereas, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Ohio acting through its Governor and Attorney General.
2. "Local Government(s)" shall mean all counties, townships, cities and villages within the geographic boundaries of the State of Ohio.
3. "The Parties" shall mean the State of Ohio, the Local Governments and the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation.
4. "Negotiating Committee" shall mean a three-member group comprising one representative for each of (1) the State; (2) the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation ("PEC"); and (3) Ohio Local Governments (collectively, "Members"). The State shall be represented by the Ohio Attorney General or his designee. The PEC shall be represented by attorney Joe Rice or his designee. Ohio Local Governments shall be represented by attorney Frank Gallucci, or attorney Russell Budd or their designee.
5. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State, PEC and the Local Governments.

6. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.
7. "Approved Purpose(s)" shall mean evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers, as is further set forth in the agreed Opioid Abatement Strategies attached as Exhibit A. For purposes of the Local Government Share, "Approved Purpose(s)" will also include past expenditures.
8. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 30% going to Local Governments ("LG Share"), 55% to the Foundation (structure described below) ("Foundation Share"), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio ("State Share").
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition. The LG Share may also be used for past expenditures so long as the expenditures were made for purposes consistent with the remaining provisions of the Approved Purposes definition. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the LG Share that the Local Government seeks to use for restitution.
3. The division of Opioid Funds paid to Local Governments participating in an individual settlement shall be based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of Opioid Funds. The allocations are set forth in Exhibit B. With respect to Opioid Funds, the allocation shall be static.
4. In the event a Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Local Government shall be redistributed equitably based on the

composition of the successor Local Government. If a Local Government for any reason is excluded from a specific settlement, the allocation percentage for that Local Government shall be redistributed equitably among the participating Local Governments.

5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Foundation and disbursed as set forth below.
7. The LG Share shall be paid in cash and directly to Local Governments under a settlement or judgment, or through an administrator designated in the settlement documents who shall hold the funds in trust in a segregated account to benefit the Local Governments to be promptly distributed as set forth herein.
8. Nothing in this MOU should alter or change any Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties to seek and negotiate binding settlement or settlements with one or more defendants for all parties within Ohio.
9. Opioid Funds directed to the Foundation shall be used to benefit the local community consistent with the by-laws of the Foundation documents and disbursed as set forth below.
10. The State of Ohio and the Local Governments understand and acknowledge that additional steps should be undertaken to assist the Foundation in its mission, at a predictable level of funding, regardless of external factors.
11. The Parties will take the necessary steps to ensure there is the ability of a direct right of action under the expedited docket rules to the Ohio Supreme Court relative to any alleged abuse of discretion by the Foundation.

C. Payment of Counsel and Litigation Expenses

1. The Parties agree to establish a Local Government Fee Fund ("LGFF") to compensate counsel for Local Governments if the Parties cannot secure the separate payment of fees and associated litigation expenses for their counsel from a settling entity.
2. The LGFF shall be calculated by taking 11.05% of the total monetary component of any settlement accepted ("LGFF Amount"). Fees related to product or other items of value shall be addressed case by case.

3. The first 45% of the LGFF amount shall be drawn from the LG Share. The remaining 55% shall be drawn from the Foundation Share. No portion of the LGFF Amount may be assessed against or drawn from the State Share.
4. To the extent the Parties can secure the separate payment of fees and associated litigation expenses from a settling entity, the amount to be drawn for the LGFF will be proportionally reduced.
5. This LGFF Amount will be deposited into the LGFF and shall be divided with 60% being allocated to the National Prescription Opiate MDL (“M.D.L.”) Common Benefit fund for fees and expenses and 40% to contingency fees.
6. Local Government contingent fee contracts shall be capped at 25% or the actual contract rate whichever is less. Eligible contingent fee contracts shall be executed as of March 6, 2020 and subject to review by the committee designated to oversee the Local Government Fee Fund.
7. Common Benefit awards will be coordinated as set forth in the M.D.L. Common Benefit Fee Order. Expenses will be addressed consistent with the manner utilized in the M.D.L.
8. Any balance left in the LGFF following the payment of fees shall revert to the Foundation.
9. Any attorney fees related to representation of the State of Ohio shall not be paid from the LGFF but paid directly from the State Share or through other sources.

D. The Foundation

1. The State of Ohio will be divided into 19 Regions (See attached Exhibit C). Eight of the regions will be single or two county metropolitan regions. Eleven of the regions will be multi-county, non-metropolitan regions.
2. Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region’s Regional Share. The Expert Panel (defined below) may consult with and may make recommendations to Regions on projects to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects that will equitably serve the needs of the entire Region.
3. The Parties shall create a private 501(c)(3) foundation (“Foundation”) with a governing board (“Board”), a panel of experts (“Expert Panel”), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take

advantage of economies of scale and will partner with the State of Ohio to increase revenue streams.

4. Board Composition

a. The Board will consist of 29 members comprising representation from four classes:

- Six members selected by the State (five selected by the Governor and one selected by the Attorney General);
- Four members drawn from the Legislature
 - One representative selected by the President of the Ohio Senate;
 - One representative selected by the Ohio Senate Minority Leader;
 - One representative selected by the Speaker of the Ohio House of Representatives; and,
 - One representative selected by the Ohio House Minority Leader
- Eleven members with one member selected from each non-metropolitan Regions; and
- Eight members, with one member selected from each metropolitan Regions.

b. All board members shall serve as fiduciaries of the Foundation as required by Ohio Revised Code § 1702.30(B) governing directors of nonprofit corporations.

5. Board terms will be staggered. Five members, (one from each of the first three classes above, and two from the metropolitan class) will be appointed for an initial three-year term, eight members of the Board (two from the first class, including the Attorney General's representative, one from the second class, four from the third class, and one from the fourth class) will be appointed for an initial term of one year. The remaining members will be appointed for a two-year term. Board members may be reappointed. All subsequent terms will be for two years.

6. Eighteen members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a

designee to attend and vote if the Board member is unavailable to attend a board meeting.

7. In all votes of the Board, a measure shall pass if a quorum is present, the measure receives the affirmative votes from a majority of those board members voting, and at least one member from each of the four classes of Board members votes in the affirmative.
8. The Foundation shall have an Executive Director appointed by the Governor.
 - a. The Governor shall appoint the Executive Director at his or her discretion from a list of three candidates provided to the Governor by the Board. If the Governor finds all three candidates to be unsatisfactory, the Governor may reject all three candidates and request the Board to provide three new persons to select from.
 - b. In choosing candidates to be submitted to the Governor, the Board shall seek candidates with at least six (6) years of experience in addiction, mental health and/or public health and who shall have management experience in those fields.
 - c. No funds derived from the Foundation Share shall be used to pay the Executive Director or any of the foundation staff in excess of the maximum range (range 42) of the Department of Administrative Services Exempt Schedule E2 or that schedule's successor.
 - d. The Executive Director shall serve as an ex officio, non-voting member of both the Board and the Expert Panel.
9. The Board shall appoint the Expert Panel. The Expert Panel shall consist of six members submitted by the Board Members representing the Local Governments, two members submitted by the Governor and one member submitted by the Attorney General. Expert Panel members may be members of Local Governments or the State. The Expert Panel will utilize experts in addiction, pain management, public health and other opioid related fields to make recommendations that will seek to ensure that all 19 regions can address the opioid epidemic both locally and statewide. Expert Panel members may also be members of the Foundation Board, but need not be.
10. The Foundation Board and the Regions shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of the opioid epidemic and the prevention of future addiction and substance misuse. In recognition of these core principles, the Board and the Regions shall endeavor to assure there are funds disbursed each year to support evidence-based substance abuse/misuse prevention efforts.

11. Disbursement of Foundation Funds by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation. Any statewide programs funded from the Foundation Share would be only as directed by an affirmative vote of the Board as set forth in paragraph D(7) above. Expenditures for these purposes may also be funded by the Foundation with funds received from either the State Share (as directed by the State) or from sources other than Opioid Funds as provided in paragraph 14 below.
- c. Funds approved for disbursement to the nineteen Regions shall be allocated based on each Region's share of Opioid Funds ("Regional Share"). Each Regional Share shall be calculated by summing the individual percentage shares of the Local Governments within that Region as set forth in Exhibit B. The Regional Shares for each Region are set forth in Exhibit D.
- d. Regions may collaborate with other Regions to submit joint proposals to be paid for from the Regional Shares of two or more Regions for the use of those Regions.
- e. The Foundation's procedures shall set forth the role of the Expert Panel and the Board in advising, determining, and/or approving disbursements of Opioid Funds for Approved Purposes by either the Board or the Regions. Proposed disbursements to Regions of Regional Shares shall be reviewed only to determine whether the proposed disbursement meets the criteria for Approved Purposes.
- f. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, assisted by its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed as Regional Shares. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from Regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid Funds received by the Foundation; and (e) investment income. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short term strategies.
- g. Votes of the Board on the disbursement and expenditure of funds shall, as with all board votes, be subject to the voting procedures in Section D(7) above. The proposed procedures should provide for the Board to hear appeals by Local Governments from any denials of requested use of funds.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation shall operate in a transparent manner. Meetings shall be open, and documents shall be public to the same extent they would be if the Foundation was a public entity. All operations of the Foundation and all Foundation supervised entities shall be subject to audit. The bylaws of the Foundation Board regarding governance of the Board as adopted by the Board, may clarify any other provisions in this MOU except this subsection. This substantive portion of this subsection shall be restated in the bylaws.
13. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
14. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property and cash in addition to the proceeds of the Litigation. These additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest or deposit consistent with the mission of the foundation.

E. Settlement Negotiations

1. All Members of the Negotiating Committee, and their respective representatives, shall be notified of and provided the opportunity to participate in all negotiations relating to any Ohio-specific Settlement with a Pharmaceutical Supply Chain Participant.
2. No Settlement Proposal can be accepted for presentation to Local Governments or the State under this MOU over the objection of any of the three Members of the Negotiating Committee. The Chair shall poll the Committee Members at the conclusion of discussions of any potential settlement proposal to determine whether such objections exist. Although multiple individuals may be present on a Member's behalf, for polling purposes each Member is a single entity with a single voice.
3. Any Settlement Proposal accepted by the Negotiating Committee shall be subject to approval by Local Governments and the State.
4. As this is an "All Ohio" effort, the Committee shall be Chaired by the Attorney General. However, no one member of the Negotiating Committee is authorized to speak publicly on behalf of the Negotiating Committee without consent from the other Committee Members.
5. The State of Ohio, the PEC or the Local Governments may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written

notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

6. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

Acknowledgment of Agreement

We the undersigned have participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State of Ohio and the Local Governments.

FOR THE STATE OF OHIO:

Mike DeWine, Governor

Dave Yost, Attorney General

FOR THE LOCAL GOVERNMENTS AND
PLAINTIFFS' EXECUTIVE COMMITTEE:

Frank L Gallucci III
Plevin & Gallucci Co., LPA

Anthony J. Majestro
Powell & Majestro PLLC

Michelle Kranz
Zoll & Kranz, LLC

Donald W. Davis, Jr.
Brennan, Manna & Diamond, LLC

Joe Rice
Motley Rice, LLC

Russell Budd
Baron & Budd, PC

Robert R. Miller
Oths, Heiser, Miller, Waigland
& Clagg, LLC

D. Dale Seif, Jr.
Seif & McNamee, LLC

James Lowe
Lowe, Eklund & Wakefield Co., LPA

Peter H. Weinberger
Dustin Herman
Spangenberg, Shibley & Liber LLP

Kevin M. Butler
Law Offices of Kevin M. Butler

We the undersigned ACCEPT / REJECT (Circle One) the One Ohio Memorandum of Understanding (“MOU”). We understand that the purpose of this MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio.

RESOLUTION 10-2020

A RESOLUTION ADOPTING A STATEMENT INDICATING THE SERVICES THE CITY OF NEWTON FALLS, OHIO, WILL PROVIDE TO THE 27.952± ACRE TERRITORY PROPOSED TO BE ANNEXED FROM NEWTON TOWNSHIP AND BRACEVILLE TOWNSHIP, TRUMBULL COUNTY TO THE CITY OF NEWTON FALLS AND BUFFER REQUIREMENTS THE MUNICIPALITY WILL REQUIRE AS PROVIDED BY OHIO REVISED CODE SECTION 709.023.

(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, a petition was filed on February 27, 2020 with the Board of County Commissioners of Trumbull County, Ohio for annexation of approximately 27.952± acres in Newton Township and Braceville Township, Trumbull County to the City of Newton Falls, which was signed by the owners of 100% of the property who are included in the number of owners required to sign a petition seeking to annex their property from Newton Township and Braceville Township to the City of Newton Falls by the expedited process provided for in Ohio Revised Code Section 709.023; and

WHEREAS, notice of the filing and a copy of that petition were received by the city and are on file in the City Clerk's office; and

WHEREAS, Ohio Revised Code Section 709.023(C) requires that a municipal corporation shall, by ordinance or resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory upon annexation and an approximate date by which it will provide them, which legislation must be adopted and filed with the Trumbull County Commissioners within twenty (20) days after the petition is filed; and

WHEREAS, Ohio Revised Code Section 709.023(C) also requires that a municipal corporation shall, by ordinance or resolution, require buffers separating any new uses in the annexation territory that the municipality determines are clearly incompatible with the uses permitted under current township or county zoning regulations in the adjacent land remaining within the township; and

WHEREAS, the City of Newton Falls supports the proposed annexation and will provide city services to the proposed annexation area upon its annexation to the city as set forth in this Resolution.

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

SECTION I: Upon annexation to the City of Newton Falls, Ohio of the territory proposed for annexation, the City of Newton Falls will provide to the entire annexed territory the following services: police, street maintenance, ice and snow removal and storm water utility. Water and sewer may be available at owner's expense. These services will be available and provided when the City of Newton Falls'

ordinance or resolution accepting the annexation becomes final and the annexation becomes effective as provided by law.

SECTION II: The municipality does not anticipate the use of the property will be incompatible with surrounding properties. However, if the territory is annexed and becomes subject to the City of Newton Falls zoning and the municipal zoning permits uses in the annexed territory that the city determines are clearly incompatible with the uses permitted under applicable township or county zoning regulations in effect at the time of the filing of the petition on the land adjacent to the annexation territory remaining within Newton Township or Braceville Township, then the Newton Falls City Council will require, in the zoning ordinance permitting the incompatible uses, that the owner of the annexed territory provide a buffer separating the use of the annexed territory and the adjacent land remaining within Newton Township or Braceville Township. The landscape "buffer" may include open space, landscaping, fences, walls, and other structured elements, streets and street rights-of-way, or bicycle and pedestrian paths and sidewalks.

SECTION III: The annexation territory includes various rights of way and streets or highways, including a portion of Ravenna-Warren Road (Old State Route 5). To the extent that any street or highway will be divided or segmented by the boundary line between Newton Township or Braceville Township and the City of Newton Falls as to create a maintenance problem, the City of Newton Falls agrees to and shall assume the maintenance of that street or highway or otherwise correct the problem.

SECTION IV: The Clerk of Council is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Trumbull County, Ohio within twenty (20) days of the date of the filing of the petition.

PASSED IN COUNCIL THIS 2nd DAY OF MARCH, 2020.

Mayor

ATTEST: _____
Clerk of Council, Kathleen M. King

RESOLUTION NO. 11-2020

A RESOLUTION AUTHORIZING THE COUNTY ENGINEER TO ACT ON THE CITY'S BEHALF TO ADVERTISE AND ACCEPT BIDS FOR THE 2020 PAVING PROJECT. (SPONSOR: CITY MANAGER)

WHEREAS, it is in the best interest of the City of Newton Falls to authorize the County Engineer to advertise and accept bids on behalf of the City for the 2020 Paving; and

WHEREAS, City Council has appropriated funds for the resurfacing of streets in the 2020 budget.

NOW, THEREFORE, Be It Resolved by the Council of the City of Newton Falls, Ohio:

SECTION 1. The County Engineer is authorized to act on behalf of the City of Newton Falls to advertise and accept bids for the 2020 paving project.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED THIS 2nd DAY OF MARCH, 2020.

MAYOR, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council
Kathleen M. King