

NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA
MONDAY, NOVEMBER 18, 2019
6:00 P.M.

CITY COUNCIL MEMBERS

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

MAYOR

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 Charlie Bennett- Church of the Nazarene

3. Roll Call

4. Special presentations by staff members or invited consultants

Senate Citation

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

November 4, 2019 - Regular Meeting

8. Public Hearings:

1. Ord. 2019-29: Authorizing the sale of property to Mitchell's Metal Recycling.
2. Ord. 2019-30: Authorizing the City Manager to enter into a lease agreement for the property located at 4904 St. Rt. 5.
3. Ord. 2019-32: Vacating 50 feet of West Liberty Street.

9. Unfinished Business:

1. Ord. 2019-28: Authorizing the sale of property in the Liberty Allotment No. 3 to Christopher King (TABLED)
2. Ord. 2019-29: Authorizing the sale of property to Mitchell's Metal Recycling.
3. Ord. 2019-30: Authorizing the City Manager to enter into a lease agreement for the property located at 4904 St. Rt. 5.
4. Ord. 2019-31: Entering into an agreement with the Joint Fire District. (TABLED)
5. Ord. 2019-32: Vacating 50 feet of West Liberty Street.

10. New Business

1. Ord. 2019-33: Recodification of Ordinances.
2. Ord. 2019-34: 2020 budget appropriations.
3. Ord. 2019-35: Establishing electric rates for the City of Newton Falls.
4. Res. 51-2019: Authorizing the City Manager to enter into a Real Estate Development Services Phase II continuation agreement.
5. Res. 52-2019: School Choice Week.
6. Motion to accept the Finance Director's October report and attachments as submitted.
7. Motion to authorize the City Manager to remove and dispose of all the recreational amenities at Elizabeth St. Park including but not limited to the playground equipment and to dispose of them either through recycling or internet auction depending on the usability of the items.
8. Motion to authorize the City Manager to offer to adjoining residents of the Elizabeth Street Park the property for purchase and if any property remains offer residual to township for use for the Township cemetery.

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
- ☐ 7. Hospital Trade Secretes
- ☐ 8. Confidential Business Information of an Applicant for Economic Development Assistance
- ☐ 9. Veterans Service Commission Applications

14. Adjourn:

ORDINANCE 2019-28

**AN ORDINANCE SELLING .08459 ACRES OF PARCEL 53-003024 TO
CHRISTOPHER KING.**

(Sponsor: City Manager)

WHEREAS, The City of Newton Falls owns Parcel 53-003024 in the Liberty Allotment No.3 as found recorded in Trumbull County Record of Plats; and

WHEREAS, Christopher King owns abutting property parcel 53-265141 on the east side of the parcel 53-003024 owned by the City of Newton Falls; and

WHEREAS, The City of Newton Falls has reviewed the request from Mr. King to purchase a portion of the City property.

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

SECTION I: Newton Falls City Council hereby authorize the City Manager to enter into a contract with Christopher King of 2288 Harding Avenue, Newton Falls, Ohio to purchase .08459 acres of Parcel 53-003024 as described in "Exhibit A" attached hereto as if fully rewritten herein from the City of Newton Falls for and in consideration of the sum of One Dollar (\$1.00).

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

PASSED IN COUNCIL THIS _____ DAY OF NOVEMBER 2019.

Acting Mayor Baryak

ATTEST: _____
Kathleen M. King, City Clerk

LEGAL DESCRIPTION

1.6521 Acres

Re-Plat of Lot 226-B

Situated in the Township of Newton, County of Trumbull, State of Ohio and being Part of Section 8 of said Township, City of Newton Falls, and being more particularly described as follows:

Beginning at a capped iron pin found, Daniel, at the northeast corner of Lot 226-A, Plat Volume 56, Page 49, said pin being on the south line of Newton Tomlinson Road and the west line of Harding Avenue, said point being the **true place of beginning** of the parcel herein described;

Thence S. 00° 50' 50" W. along the west line of Harding Avenue for a distance of 240.88 feet to a 5/8" iron pin found;

Thence N. 89° 29' 10" W. along the south line of Lot 226-A, lands of Christopher J. King, Instrument No. 201208280021422 for a distance of 125.00 feet to a capped iron pin found, Daniel;

Thence N. 89° 29' 10" W. through lands of The Village of Newton Falls, Deed Volume 537, Page 402, for a distance of 200.00 feet to a 5/8" x 30" ID capped iron rebar set, TLB;

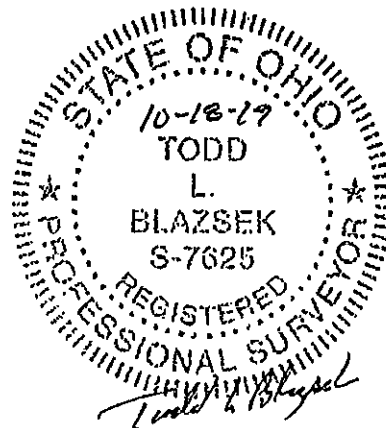
Thence N. 28° 54' 32" E. through lands of The Village of Newton Falls for as distance of 380.35 feet to a 5/8" x 30" ID capped iron rebar set, TLB, on the south line of Newton Tomlinson Road;

Thence S. 56° 43' 09" E. along the south line of Newton Tomlinson Road, passing over a capped iron pin found, Daniel, at 25.00 feet for a total distance of 173.09 feet to a capped iron pin found, Daniel, said point being the **true place of beginning** of the parcel herein described and contains a total 1.6521 acres of land, according to a survey by Todd L. Blazsek, P.S.#7625 in October of 2019.

Basis of Bearing: Instrument No. 201208280021422, lands owned by Christopher J. King, as recorded in Trumbull County Records.

Deeds of Origination: Instrument No. 201208280021422, lands now owned by Christopher J. King, and Deed Volume 537, Page 402, and lands of the Village of Newton Falls, as recorded in Trumbull County Records.

Job No. 2019-145



Re-plat for Lot No. 226-B
Lot No. 226-A
Replat of Liberty Allotment No.3
Plat Vol. 56, Pg. 59
Township of Newton
County of Trumbull
State of Ohio

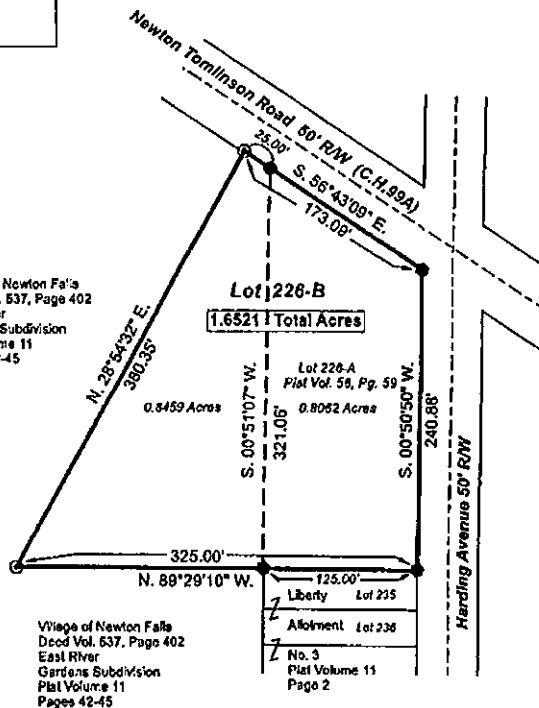
Property Address:
2288 Harding Ave.
Newton Falls, Ohio 44444

1.6521 Total Acres

Parcel No.
53-265141 &
Part of Parcel No.
53-003024



Village of Newton Falls
Deed Vol. 537, Page 402
East River
Gardens Subdivision
Plat Volume 11
Pages 42-45



1.6521 Total Acres
0.00 acres in Road

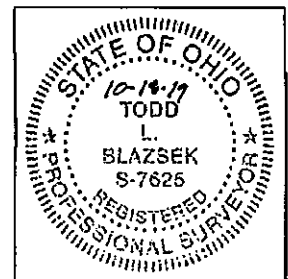
LEGEND

- = 3/4" Iron pin fd.
- = 5/8" Iron pin fd.
- ⊙ = Capped pin fd. "J.W.D."
- ⊙ = 5/8" X 30" Capped Iron rebar set, TLB

Basis of Bearing: Instr. # 201208280021422, lands owned by Christopher J. King, as recorded in Trumbull County Records.

Deeds of Origination: Instr. # 201208280021422, lands owned by Christopher J. King & Deed Volume 537, Page 402, lands owned by The Village of Newton Falls, as recorded in Trumbull County Records.

Job # 2019-145



Todd L. Blazsek
REGISTERED SURVEYOR

Todd L. Blazsek P.S. # 7625
4790 St. Rt. 82
Newton Falls, OH. 44444
330.647.2682

I do hereby certify that I have surveyed the area and prepared the plat shown hereon, that said plat is correct and that all corner monuments are in place.

We (I) _____ & _____, owner(s) of the lands indicated on this plat do hereby manifest our approval of the subdivision and dedicate the streets and land for open spaces as shown hereon to the public forever. We further certify that the plat is a subdivision of part of the lands conveyed by Paul J. Bobby, Christa Bobby Lippe & Maurine Martin to Christopher J. King by deed, dated Aug. 28, 2012, and recorded in Instr. # 201208280021422. A conveyed by The United States of America to The Village of Newton Falls by deed, dated Aug. 5, 1960, and recorded in Deed Volume 537-402 of the Trumbull County record of deeds and that all Monuments as required by Subdivision Regulations will be placed.

As witness our (my) hand(s) this _____ day of _____, 2019,

WITNESSES: _____

OWNERS: _____

STATE OF OHIO)
TRUMBULL COUNTY) SS

Before me, a Notary Public in and for said County, personally appeared the above signed _____ who acknowledge that they are (he or she is) the owners of the land shown on the accompanying subdivision as shown above, and that the signing of the above certificate is his (her) own free act and deed.

AS witness hereof and have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

Notary Public

APPROVED BY THE WARREN CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019.
SECRETARY _____ DIRECTOR _____

APPROVED BY THE WARREN CITY ENGINEER THIS _____ DAY OF _____, 2019.

CITY ENGINEER _____

APPROVED BY THE TRUMBULL COUNTY RECORDER THIS _____ DAY OF _____, 2019.

REVIEWED BY THE TRUMBULL COUNTY ENGINEER THIS _____ DAY OF _____, 2019.

ENTERED FOR TRANSFER THIS _____ DAY OF _____, 2019.

TRUMBULL COUNTY AUDITOR _____

TRUMBULL COUNTY RECORDER _____

Received for Record on the _____ day of _____, 2019, at _____ o'clock.
Recorded in Vol. _____ Page _____ of the Trumbull County Record of Plats on the _____ day of _____, 2019.

ORDINANCE 2019-29

AN ORDINANCE SELLING 4.26 ACRES OF PROPERTY KNOW AS PARCEL 51-900081 TO MITCHELL'S METAL RECYCLING SERVICES LLC.

(Sponsored by: City Manager)

WHEREAS, The City of Newton Falls owns 4.26 acres of land known as Parcel 51-900081 as found recorded in Trumbull County Record of Plats; and

WHEREAS, Mitchells Metals Recycling own properties adjacent to the parcel owned by the City of Newton Falls; and

WHEREAS, The City of Newton Falls Superintendents and City Manager have reviewed the property; and

WHEREAS, It is agreed that the City does not currently use parcel 51-900081; and

WHEREAS, It is recommended that the City of Newton Falls obtain a permanent easement across parcel 51-900081 for possible expansion of the bike trail or other similar uses; and

WHEREAS, It is recommended that the City of Newton Falls authorize the sale of 4.26 acres of land known as Parcel 51-900081 to Mitchell's Metal Recycling.

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

SECTION I: Newton Falls City Council hereby authorize the City Manager to enter into a contract with Mitchell's Metal Recycling of 1536A 1st Street, Newton Falls, Ohio to purchase 4.26 acres of land known as Parcel 51-900081 as described in "Exhibit A" attached hereto as if fully rewritten herein and upon execution of an easement from Mitchells from the City of Newton Falls for and in consideration of the sum of One Dollar (\$1.00).

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

PASSED IN COUNCIL THIS 16th DAY OF SEPTEMBER 2019.

Acting Mayor, Baryak

ATTEST: _____
Kathleen M. King, City Clerk

EASEMENT

I, Jarred Mitchell, record owner of Mitchell's Metal Recycling Services LLC, 1536 1st Street City of Newton Falls, County of Trumbull, State of Ohio, for and in consideration of the payment of \$1.00 (One Dollars), duly paid receipt of which is acknowledged, and in further consideration of the performance of the covenants and agreements by the grantee, as set out and expressed, do grant, remis and relinquish to The City of Newton Falls, Ohio, our successors and assigns, grantee, the right, privilege, a permanent easement to use and occupy permanently from date of execution of this easement, over and across from Trumbull County Parcel #51-900081. This instrument, and he covenants, and agreements contained in it will inure to the benefit of, and be binding and obligatory upon, the heirs, executors, administrators, successors and assigns of the respective parties.

In witness, the parties have executed this agreement at Newton Falls, Ohio on _____ 2019.

Jarred Mitchell

City of Newton Falls, Ohio
By: David M. Lynch, City Manager

Signed Before as Witness:

200 Feet

PART OF 4100 AC TOTAL
201111020022014

51-900081

51-900081

2411 AC
201410020019661

11.30
0

11.30
0

Accurate
Map Engine

ORDINANCE 2019-30

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
EXECUTE A CONTRACT WITH PAUL ANTHONY OF RAVENNA STRUCTURES.
(Sponsor: City Manager)

WHEREAS, Paul Anthony of Ravenna Structures would like to use the City lot located at the corner of St. Rt. 5 and St. Rt 534 to display storage sheds; and

WHEREAS, The City of Newton Falls would like to lease the property located at 4904 State Routes 5 Newton Falls, Ohio 44444 (Parcel No. 56-013800, 56-013700 and 56-013600) to Ravenna Structures; and

WHEREAS, City Council wishes to authorize the City Manager to enter into a contract.

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

SECTION I: The Newton Falls City Manager is hereby authorized to enter into and execute a lease agreement with Paul Anthony of Ravenna Structures described in "Exhibit A" attached hereto as if fully rewritten herein.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2019.

Acting Mayor, Baryak

ATTEST: _____
Clerk of Council, City Clerk

Exhibit A – Ordinance 2019-30

Real Estate Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "Ohio Lease Agreement") is made and entered into this ____ day of _____, 2019, by and between The City of Newton Falls, Ohio (hereinafter referred to as "Landlord") and Paul Anthony a.k.a. Ravenna Structures (hereinafter referred to as "Tenant.")

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 4904 St. Rt. 5, Newton Falls, OH 44444 (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM.** This Ohio Lease Agreement shall commence on _____, 2019 and shall continue as a lease for term. The termination date shall be on _____. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- i. Landlord and Tenant formally extend this Ohio Lease Agreement in writing or create and execute a new, written, and signed Ohio Lease Agreement; or
- ii. Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Ohio Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Ohio Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Rent shall be \$50.00 (Fifty Dollars) per month. Tenant shall also pay to Landlord for use of the property by cleaning up and maintaining the property per the direction of the Landlord, for the Term of the Agreement. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

4. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant for display of storage sheds. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Ohio Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Ohio Lease Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Ohio Lease Agreement.

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Ohio Lease Agreement.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Ohio Lease Agreement and any renewal thereof.

12. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Ohio Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

14. **INDEMNIFICATION AND INSURANCE.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. Tenant must provide proof, acceptable to landlord prior to occupancy, of \$1 million liability insurance with landlord as a named insured.

15. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Ohio Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Ohio Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Ohio Lease Agreement.

16. **ABANDONMENT.** If at any time during the term of this Ohio Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Ohio Lease Agreement during the balance of the unexpired term, if this Ohio Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

17. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

18. **RECORDING OF OHIO LEASE AGREEMENT.** Tenant shall not record this Ohio Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Ohio Lease Agreement, this Ohio Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

19. **GOVERNING LAW.** This Ohio Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

20. **SEVERABILITY.** If any provision of this Ohio Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Ohio Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

21. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

22. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

23. **TERMINATION.** Either party may terminate this agreement at anytime with sixty days notice.

24. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

25. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the following Property address 1455 St. Rt. 5, Newton Falls, Ohio 44444, and to Landlord at the following address: 19 North Canal Street, Newton Falls, Ohio 44444.

City of Newton Falls,

Tenant,

By:

ORDINANCE 2019-31

AN ORDINANCE REPEALING ORDINANCE 2017-17 AUTHORIZING THE CITY
MANAGER TO ENTER INTO A NEW AGREEMENT CREATING A JOINT FIRE
DISTRICT.

(Sponsored by: City Manager)

WHEREAS, The City of Newton Falls and Newton Township agreed to form a Joint Fire District; and

WHEREAS, Ordinance 2017-17 authorized the City Manager to enter into an agreement amending the original agreement; and

WHEREAS, The City of Newton Falls has determined that changes need to be made to the agreement to help make operation of the NF Joint Fire District conform more to the needs of the interested parties.

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

SECTION I: Ordinance 2017-17 is hereby repealed.

SECTION II: The Newton Falls City Council hereby authorizes and directs the City Manager to enter into an agreement for the Newton Falls Joint Fire District marked "Exhibit A" attached hereto as if fully rewritten herein.

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 _____ 2019.

Acting Mayor, Baryak

ATTEST: _____
Clerk of Council, Kathleen M. King

EXHIBIT A - ORDINANCE 2019-31

**SECOND AMENDED JOINT RESOLUTION FOR THE CREATION AND
OPERATION OF THE NF JOINT FIRE DISTRICT**

PREAMBLE

WHEREAS, the Village of Newton Falls, Trumbull County, Ohio, (hereinafter referred to as the "Village") and Newton Township (hereinafter referred to as the "Township") have, by Joint Resolution, created the NF Joint Fire District, as a separate and distinct legal entity pursuant to section 505.371 of the Ohio Revised Code, for the purpose of providing fire protection and emergency services to the inhabitants of the Village of Newton Falls and the Township of Newton; and

WHEREAS, it remains to the mutual benefit of both the Village and the Township to have the two fire departments combined into one fire district, which will operate as a single unit; and

WHEREAS, the two fire departments have been combined into one single district and have operated as such since January 1, 1994; and

WHEREAS, the Village and Township desire to amend the resolution passed on the 27th day of July 1993 which formed the NF Joint Fire District; and

WHEREAS, the Village and Township wish to set forth in this joint resolution the terms and conditions upon which the Joint Fire District shall continue to be operated.

THEREFORE, be it resolved, by the Council of the Village of Newton Falls and Board of Trustees of the Township of Newton that:

ARTICLE I

NAME OF DISTRICT AND CONTINUED OPERATION

The NF Joint Fire District was created by resolution on the 27th day of July 1993;

That the separate legal entity, created by resolution and statute shall continue to be known as the NF Joint Fire District from this date forward.

ARTICLE II

TERRITORIAL LIMITS

Section 1

The NF Joint Fire District shall be comprised of all of the territory included in the Village of Newton Falls and Newton Township.

Section 2

In addition, the territory comprising the NF Joint Fire District may include any municipal corporation or township, or parts thereof, as may be agreed upon by trustees of the NF Joint Fire District and the governing authorities of such municipal corporation(s) or township(s), and approved by the governing authorities, comprising the NF Joint Fire District.

ARTICLE III

OFFICES

Section 1 - Principal Office

The principal office of the NF Joint Fire District shall be at such a place within the Village of Newton Falls, or the Township of Newton, State of Ohio, as may be designated from time to time by the Board of Trustees.

ARTICLE IV

TRUSTEES

Section 1 - Number of Trustees

The governing board of the NF Joint Fire District shall be Board of Fire District Trustees consisting of five (5) members. This provision does ~~not~~ include a Newton Township Trustee and a Newton Falls representative as referenced in Article IV, Section 2. An employee, for purposes of this Article, does not include any person who has been appointed by the Township or Village to serve as a member of any committee, subcommittee, advisory panel or board.

Section 2 - Appointment and Term of Office of Trustees

The Fire District Trustees shall be appointed and hold terms in office as follows:

1. One member shall be a Councilperson of the Village of Newton Falls. This person shall be appointed by the Council of the Village of Newton Falls and shall serve a one (1) year term.
2. One member shall be a Trustee of Newton Township. This person shall be appointed by the Newton Township Trustees and shall serve a one (1) year term.
3. Three members shall be residents of the NF Joint Fire District, and shall be appointed to staggered, three year terms. Village Council shall appoint one trustee in odd

numbered years (i.e., 2001, 2003) and the Newton Township shall appoint one trustee in even numbered years (i.e., 2002, 2004).

Based upon the existing make-up of the NF Joint Fire District Board of Trustees, the schedule for resident appointments is attached to the Joint Resolution as Exhibit A.

Section 3 - Compensation

The compensation for members of the Board of Trustees may be set by the Board. The rate set by the Board may not exceed the compensation permitted by State or other law, and may not be increased for the term in which a vote to increase the compensation takes place. Compensation shall only be paid in meetings which are attended by the Board members. No compensation shall be paid to elected officials serving as Fire Board Trustees.

ARTICLE V

VACANCIES

In the event of a vacancy due to the death or resignation of a trustee of NF Joint Fire District Board of Trustees, the seat shall be filled by the party making the original appointment.

ARTICLE VI

TRUSTEE REQUIREMENTS OR LIMITATIONS

No trustee of the NF Joint Fire District may be associated with the Fire District as an active firefighter, EMT, or paramedic or as an immediate family member of such persons. No trustee may be employed by the Village of Newton Falls or Newton Township. This provision does not include the Newton Township trustee representative or the Newton Falls Village representative as referenced in Article IV, Section 2. An "employee" is defined, for

the purpose of this article, as a person who receives more than One Dollar (\$1.00) per year in compensation for services rendered to the Village or Township. An employee, for purposes of this Article, does not include any person who has been appointed by the Township or Village to serve as a member of any committee, subcommittee, advisory panel or board.

ARTICLE VII

DUTIES AND POWERS OF THE BOARD OF TRUSTEES

The Board of Trustees shall be responsible for the fire protection of the District, and shall have all power necessary to accomplish this purpose as set forth by the Ohio Revised Code and other rules and regulations set forth by the state and other applicable legislative bodies, including the power to contract with other fire departments or districts for the provision of fire protection and/or mutual aid.

These general executive powers with respect to the operation of the District include, but are not limited to, the control of the expenditure of funds; the hiring and firing of fire department personnel and employees; the formation of policies and regulations incident thereto; acquisition of real property, the formation and adoption of personnel policies and regulations; and the doing of all things necessary thereto in accordance with the statutes of Ohio to insure the operation of said district.

ARTICLE VIII

MEETINGS OF THE BOARD

Regular meetings of the Board of Trustees shall be held on a date and at a time and location to be set by the Board. All regular meetings shall be publicized.

Special meetings of the Board of Trustees may be held at any time upon call of the chairman, vice chairman, or majority of the members of the Board.

Public notice of all meetings shall be provided in accordance with Ohio law.

All meetings of the Board of Trustees shall be held within the territorial limits of the NF Joint Fire District, as the Board may determine from time to time and as may be specified in a notice thereof.

A majority of the Board of Trustees shall constitute a quorum for the transaction of business.

Notwithstanding the preceding paragraph, the following actions require the affirmative vote of at least four (4) of the five (5) trustees:

1. The dissolution of the NF Joint Fire District;
2. The disposition of property, real and personal, upon dissolution of the NF Fire District;
3. The relocation of a fire station;
4. The enlargement, or reduction, of the territorial limits of the NF Fire District;
5. The disposition of property, both real and personal, upon the withdrawal of a political subdivision from the NF Fire District;

6. The submission of a tax levy to the general public.

The Fire Chief of the District shall be entitled to sit with the Board at all meetings (executive sessions excluded, except by invitation), and may take part in any discussion, but shall have no vote.

**ARTICLE IX
APPOINTMENT AND DUTIES OF OFFICERS
OF THE BOARD OF TRUSTEES**

Section 1 - General Provision

The Board of Trustees shall elect a Chairman and Vice Chairman. The Board may from time to time create such offices and appoint such other officers, advisors, administrators, or other employees as it may determine or deem to be in the best interest of the Fire District. The Chairman and Vice Chairman shall be chosen from among the members of the Board of Trustees. All other offices, officers, subordinate officers and/or assistant officers need not be members of the Board of Trustees.

Section 2 - Term of Office

The Chairman and Vice Chairman shall serve for a period of one (1) year. All other officers shall hold office during and at the pleasure of the Board of Trustees and, unless sooner removed by the Board of Trustees, until their successors are duly elected and qualified.

Section 3 - Duties of Chairman

The Chairman shall be an active executive officer of the NF Joint Fire District, and shall exercise supervision over the business of the District and over its appointed officers, subject, however, to the control of the Board of Trustees. He shall have

authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his signature, and shall have other such powers and duties as the Board of Trustees may from time to time assign to him or her.

Section 4 - Duties of Vice Chairman

The Vice Chairman shall assume the duties of the Chairman at any and all times when the Chairman shall be absent and generally shall perform such duties as may from time to time be assigned by the Board of Trustees or the Chairman.

ARTICLE X

CLERK/TREASURER

Section 1 - Appointment

The Board shall appoint a Clerk/Treasurer who shall be the clerical and fiscal officer of the District, keeping such monies in accounts as required by statute or by the direction of the Board. The Clerk/Treasurer shall serve at the pleasure of the Board. The salary for said clerk shall be set by the Board of Trustees, who shall also set forth the duties of the position where not specified by state or other law, or as set forth in Section 2 of this Article. Said Clerk/Treasurer shall be bonded by the Board and shall be under the general supervision of the Fire District Board.

Section 2 - Specific Duties

The Clerk/Treasurer shall keep minutes of all the proceedings of the Board of Trustees, and shall make proper record of same, which shall be attested by same; sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the NF Joint Fire District requiring his or her signature; give notice of meetings of

the Board of Trustees; keep such books as may be required by the State and Federal Government; receive and have in charge all monies, bills, notes, bonds, and similar property belonging to the NF Joint Fire District and shall do with the same as may be ordered by the Board of Trustees; keep such financial accounts as may be required; prepare, for submission at each regular meeting of the Board of Trustees, a detailed statement of the financial condition of the NF Joint Fire District and shall receive and collect all monies and other credits due same and deposit them in a bank or banks designated by the Board of Trustees to the credit of and for the benefit of the NF Joint Fire District. The Clerk/Treasurer shall furnish such bond in such amount and with such security as shall be required by the Board of Trustees. In addition, the Clerk/Treasurer shall perform such other duties as from time to time may be required of him or her by the Board of Trustees.

ARTICLE XI

FISCAL YEAR

Section 1 - Fiscal Year

The fiscal year of the NF Joint Fire District shall end on the 31st day of December in each year, or on such other day as may be fixed from time to time by the Board of Trustees.

ARTICLE XII

CONTRACTS, CHECKS, NOTES AND OTHER INSTRUMENTS

Section 1 - Authorizations

All contracts, agreements, and other instruments, and all checks, drafts, notes, bonds, bills of exchange and orders for the payment of money, authorized by a majority vote of the Board of

Trustees, shall, unless otherwise required by law, be signed by the Clerk/Treasurer and any one of the following: the Chairman, Vice Chairman, or a trustee of the Board.

ARTICLE XIII

TAX AND BONDS

Section 1 - Tax

The Fire District shall constitute a taxing district in accordance with the Ohio Revised Code and shall have the power:

1. To levy a tax for the operation of the District;
2. To submit tax levies to the voters of said District;
3. To submit tax levies for the purpose of capital expenditures.

Section 2 - Sale of Bonds

In the event the Fire District shall approve a tax levy for the purposes of purchasing equipment or the construction of buildings, the fire board shall have the power to sell bonds or issue notes in anticipation of such revenues to purchase equipment at an earlier date.

ARTICLE XIV

FUNDING FOR THE OPERATION OF THE FIRE DISTRICT

In addition to any tax revenue which may be collected as permitted by the Ohio Revised Code and as is set forth in Article XIII of this Joint Resolution, the Village and Township agree to fund the Fire District as follows:

For tax year 2016, and thereafter:

Village annual rate of contribution = \$68,744.

Township annual rate of contribution = \$53,752.

The funding by the Village and Township shall be made in semi-annual payments. The payments by the Village shall be on January 15 and July 15. The payments by the Township shall be on April 15 and October 15.

The prior Joint Resolution mandated an annual contribution by the Village and Township, with automatic increases of 3% per annum. Previously, the Fire District voluntarily froze payments of the Village and Township, without any amendment of the Joint Resolution. By agreement of all parties herein, any monies which may be due for past contributions under the Joint Resolution are hereby waived. Therefore, the Village and Township obligations for past and future contribution are only those set forth in this Article.

ARTICLE XV

USE OF BUILDING AND PROPERTY

Section 1 - Village Property

The Village agrees to permit the Fire District to occupy the part in the municipal building located at 19 North Canal Street currently being used to house vehicles and emergency equipment for fire purposes at no charge to the Fire District. This property would generally be described as the first floor two apparatus bays.

Section 2 - Fire District Property

The parties acknowledge that the Township has sold to the Fire District the Township Building for the total sum of Fifty Thousand

Dollars (\$50,000.00), which is less than half of its appraised value. The Fire District shall own the property free and clear and the building located at 55 East Broad Street shall be a District asset, subject to apportionment by the parties in the event of dissolution. The District may sell the building to purchase or lease other real property or buildings. Any new building shall remain a District asset, subject to apportionment in the event of dissolution of the District or withdrawal by either party.

Section 3 - Utilities

The owner of any building utilized by the District shall pay the utilities of that building.

Section 4 - Additional Space May Be Leased

In addition to the space provided at no charge by the Village, the Fire District may negotiate with the Village for the rental of additional space in an amount and upon such terms as may be determined between the parties and at their discretion.

Section 5 - Leases

Any agreement to lease space, as set forth in the preceding section, shall be reduced to writing.

ARTICLE XVI

INSURANCE

Section 1 - Insurance Coverage

The NF Joint Fire District shall purchase and maintain a policy or policies of liability insurance for the trustees, officers,

employees, and appointees of the Fire District, which policy may include personal injury liability coverage as to civil liability for false arrest, detention, or imprisonment, malicious prosecution, liable, slander, defamation or other violation of the right of privacy, wrongful entry or eviction, invasion of the right of private occupancy, or other expense reasonably incurred by said trustees, officers, employees, and other appointees in connection with any action, suit or proceeding to which same may be a party by reason of his being or having been a trustee, officer, employee, or appointee of the Newton Falls Fire District.

ARTICLE XVII

INDEMNIFICATION OF TRUSTEES, OFFICERS AND EMPLOYEES

Section 1 - Indemnification

The NF Joint Fire District shall indemnify any trustee, officer or employee who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding whether civil, administrative, or investigative, including all appeals (other than an action, suite of proceeding by or in the name of the NF Joint Fire District) in connection with such individual's duties as a trustee, officer, or employee of the NF Joint Fire District, against expenses (including attorney fees, judgments, decrees, and amounts paid in settlement) actually and reasonably incurred by such individual in connection with such action, suit or proceeding if said individual acted in good faith,

within the scope of his or her employment, and in a manner reasonably believed to be in, and not opposed to, the best interests of the NF Joint Fire District. Expenses of each person indemnified hereunder incurred in defending a civil, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the NF Joint Fire District in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Trustees, upon receipt of an undertaking by or on behalf of the trustee, officer or employee to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the NF Joint Fire District. The foregoing right of indemnification shall not be exclusive of other rights to which any trustee, officer or employee may be entitled as a matter of law.

ARTICLE XVIII

DISPOSITION OF PROPERTY

Section 1 - Withdrawals or Dissolution of the District

Any withdrawal or dissolution of the NF Joint Fire District will be in compliance with the Ohio Revised Code.

Section 2 - Dissolution of Fire District - Division of Funds

Upon the dissolution of the NF Joint Fire District, the County Auditor shall ascertain, apportion, and order a division of the funds on hand, monies and taxes in the process of collection except for taxes levied for the payment of indebtedness, credits, and real and personal property, either in money or in kind, on the basis of

the valuation of the respective tax duplicates of the political subdivisions comprising the NF Joint Fire District at the time of such dissolution.

Section 3 - Withdrawal of a Political Subdivision from Fire District - Division of Funds

Upon the withdrawal of any Township or Municipal Corporation from the NF Joint Fire District, the County Auditor shall ascertain, apportion and order a division of the funds on hand, monies and taxes in the process of collection, except for taxes levied for the payment of indebtedness, credits, and real and personal property, either in money or in kind, on the basis of the valuation of the respective tax duplicates of the withdrawing Township or Municipal Corporation and the remaining territory of the Joint Fire District.

ARTICLE XIX

FIRE PERSONNEL

Section 1 - Fire Chief

The personnel of the Fire District shall include a fire chief, who shall be appointed by the Board of Trustees pursuant to the Ohio Revised Code, with a salary to be set by the Board. The Fire Chief shall have all power necessary to accomplish the duties and responsibilities prescribed by the Ohio Revised Code, the Ohio Fire Code, or as imposed upon him or her by the District Board of Trustees. The Fire Chief shall be charged with the general management of fire, emergency medical, rescue, or other department operations. The Fire chief shall serve as the Chief Administrative Officer for the Department and shall have exclusive authority to determine hours of employment and any and all personnel issues,

including but not limited to rates of pay, overtime assignment, and manning issues.

Section 2 - Other Firefighter Personnel

The Board of Trustees may also appoint, with the recommendation of the fire chief, assistant and/or subordinate officers, firefighters and other personnel, including "cadets" or "junior firefighters" for the protection of the District. The Board of Trustees may prescribe their authorities and duties and may fix their compensation.

ARTICLE XX

DISPATCHING

The District shall be responsible for contracting for its own dispatching. Neither the Township nor the Village shall have any obligation, financial or otherwise, to provide dispatching service to the Fire District.

ARTICLE XXI

EFFECTIVE DATE (S)

Section 1 - Effective Date

The effective beginning date of the Rules and Regulations of the NF Joint Fire District, for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter, shall be January 1, 2019 for a term of one year ending on December 31, 2019.

ARTICLE XXII

AMENDMENTS

Section 1 - Amendments to Joint Resolution

This Joint Resolution may be amended at any meeting of the Board of Trustees called for that purpose by a unanimous vote of the Board of Trustees, and with the majority votes of both the Village Council and Township Board of Trustees.

IN WITNESS WHEREOF, the Trustees of the NF Joint Fire District have hereunto adopted these Rules and Regulations as of the _____ day of _____, 20__.

NF JOINT FIRE DISTRICT
BOARD OF TRUSTEES

Chairman

Trustee

Trustee

Trustee

Trustee

ATTEST:

Clerk

IN WITNESS WHEREOF, the Village of Newton Falls has hereunto adopted these Rules and Regulations as of the ____ day of _____, 20__.

VILLAGE OF NEWTON FALLS

Mayor

Clerk

Law Director

IN WITNESS WHEREOF, the Township of Newton has hereunto adopted these Rules and Regulations as of the ____ day of _____, 20__.

TOWNSHIP OF NEWTON

Trustee

Trustee

Trustee

EXHIBIT A

Schedule for the Appointment of Fire District Residents to the Board of Trustees for the NF Joint Fire District in Accordance with Article IV, Section 2, Paragraph 3

2016

- A. Village - 1 year left in term of office
- B. Township - 2 years left in term of office
- C. Village - Resident to be appointed to three year term
- D. Township - Vacant

2017

- A. Village - Vacant
- B. Township - 1 year left in term of office
- C. Village - 2 years left in term of office
- D. Township - Resident to be appointed to three year term

2018

- A. Village - Resident to be appointed to three year term
- B. Township - Vacant
- C. Village - 1 year left in term of office
- D. Township - 2 years left in term of office

2019

- A. Village - 2 years left in term of office
- B. Township - Resident to be appointed to three year term
- C. Village - Vacant
- D. Township - 1 year left in term of office

This schedule follows a four year rotation, in which a person is appointed to fill one of four positions (A, B, C, or D) for a term of three years. Once the Board has completed the four year rotation (2016 to 2019), the rotation begins again.

ORDINANCE 2019-32

AN ORDINANCE VACATING 50 FEET OF WEST LIBERTY STREET.

(Sponsored by: City Manager)

WHEREAS, City Council acknowledges the request to vacate West Liberty Street between parcel 53-131950 and parcel 53-082496 by the owners of the properties abutting this paper street; and

WHEREAS, finds that West Liberty Street is an unimproved street and the City has no need to improve the street and has not been used by the Municipal Corporation; and

WHEREAS, City Council has determined that this property is not needed for the purpose of a street; and

WHEREAS, City Council has determined that it is in the best interest of the City to vacate this portion of West Liberty Street.

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

SECTION I: Pursuant to Ohio Revised Code Section 723.05, the City of Newton Falls City Council finds that the portion of land known as West Liberty Street between 50 W. 8th Street (parcel 53-131950) and 38 W. 8th Street (parcel 53-082496) that is being vacated is not used by the Municipal Corporation.

SECTION II: City of Newton Falls hereby vacates the street between 50 W. 8th Street (parcel 53-131950) and 38 W. 8th Street (parcel 53-082496) and grants and conveys the property equally to the abutting property owners.

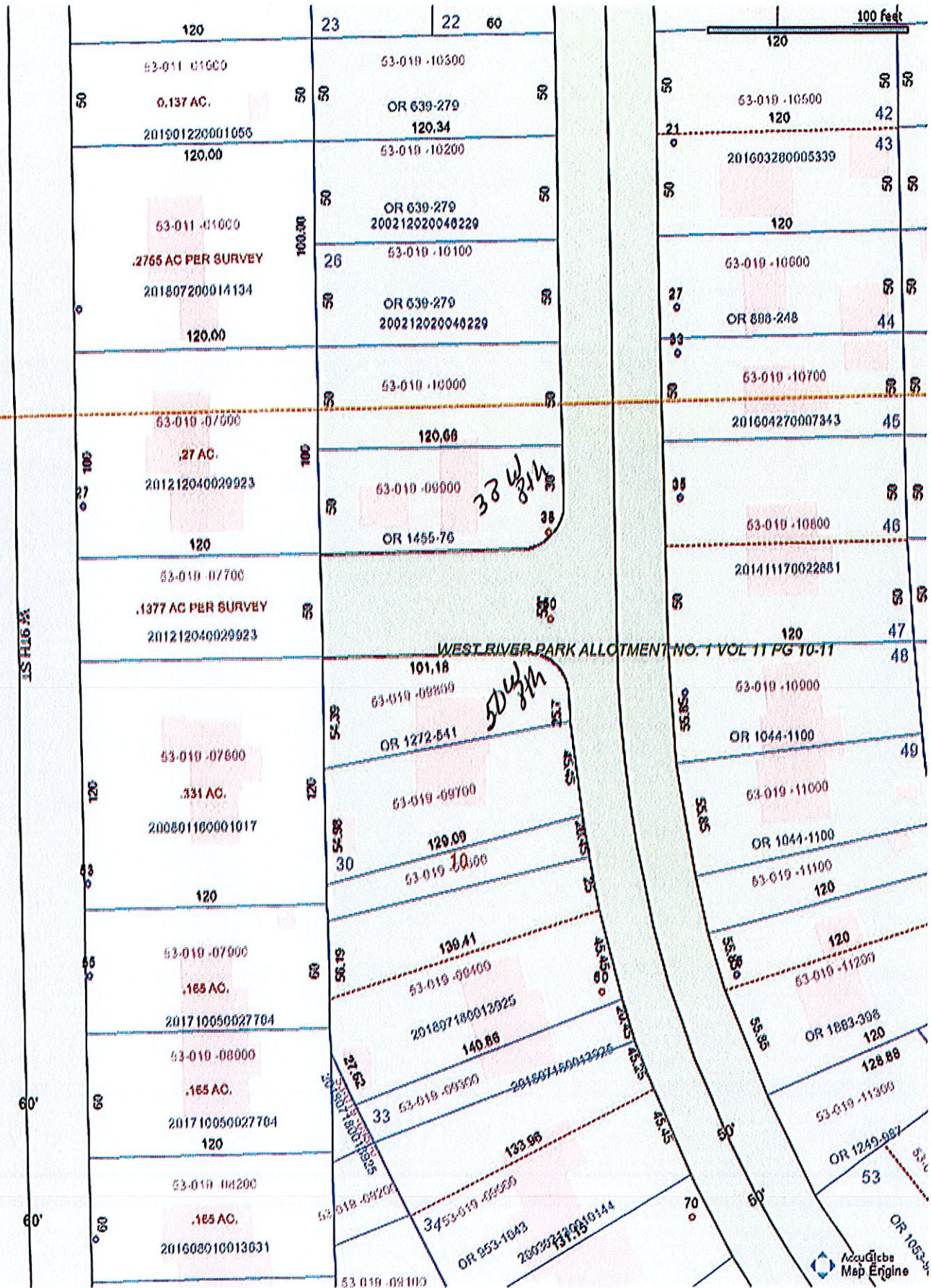
SECTION III: City of Newton Falls states that a survey will be made of the abandoned street and the costs to be equally shared by the abutting property owners.

SECTION IV: A copy of the Ordinance shall be forwarded to the Trumbull County Auditors Office and the Trumbull County Tax Department by the City Clerk of Newton Falls, along with a copy of the map showing the abandonment and vacating of the Street as shown in "Exhibit A" attached hereto as if fully rewritten herein.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2019

Acting Mayor, Baryak

ATTEST: _____
City Clerk, Kathleen M. King



15 H 16 W

60'

60'

WEST RIVER PARK ALLOTMENT NO. 1 VOL 11 PG 10-11

ORDINANCE NO. 2019-33

AN ORDINANCE APPROVING THE RECODIFICATION, EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF NEWTON FALLS, OHIO AND DECLARING AN EMERGENCY.

(Sponsored by Councilman Alberini, Councilman Baryak, Councilman Beer, Councilman Svette, Councilman Waddell and the City Manager)

WHEREAS, various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of Newton Falls, Ohio;

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

SECTION 1: That the editing, arrangement and numbering of those ordinances and resolutions enacted by Council from September 1, 2018 to November 1, 2019, are hereby approved and adopted as printed in the November 2019 Replacement Pages to the Codified Ordinances so as to achieve uniformity of style and classification. A copy of such replacement pages are attached to this ordinance and incorporated as a part hereof.

SECTION 2: That the following sections of the Traffic, General Offenses, and Building Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

Traffic Code

- 301.04 Bicycle, Motorized Bicycle, Moped, Electric Bicycle. (Amended)
- 301.20 Motor Vehicle. (Amended)
- 301.251 Predicate Motor Vehicle Offense. (Amended)
- 301.361 Shared-Use Path. (Amended)
- 301.51 Vehicle. (Amended)
- 301.53 Waste Collection Vehicle. (Added)
- 303.06 Freeway Use Restricted. (Amended)
- 303.991 Committing an Offense While Distracted Penalty. (Added)
- 313.01 Obedience to Traffic Control Devices. (Amended)
- 313.09 Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
- 331.01 Driving Upon Right Side of Roadway; Exceptions. (Amended)
- 331.02 Passing to Right When Proceeding in Opposite Directions. (Amended)
- 331.03 Overtaking, Passing to Left; Driver's Duties. (Amended)
- 331.04 Overtaking and Passing Upon Right. (Amended)
- 331.05 Overtaking, Passing to Left of Center. (Amended)
- 331.06 Additional Restrictions on Driving upon Left Side of Roadway. (Amended)
- 331.07 Hazardous or No Passing Zones. (Amended)
- 331.08 Driving in Marked Lanes or Continuous Lines of Traffic. (Amended)
- 331.09 Following Too Closely. (Amended)
- 331.10 Turning at Intersections. (Amended)
- 331.12 "U" Turns Restricted. (Amended)
- 331.13 Starting and Backing Vehicles. (Amended)
- 331.14 Signals Before Changing Course, Turning or Stopping. (Amended)

Traffic Code (Cont.)

- 331.15 Hand and Arm Signals. (Amended)
- 331.16 Right of Way at Intersections. (Amended)
- 331.17 Right of Way When Turning Left. (Amended)
- 331.18 Operation of Vehicle at Yield Signs. (Amended)
- 331.19 Operation of Vehicle at Stop Signs. (Amended)
- 331.20 Emergency or Public Safety Vehicles at Stop Signals or Signs. (Amended)
- 331.22 Driving Onto Roadway From Place Other Than Roadway: Duty to Yield.
(Amended)
- 331.23 Driving Onto Roadway From Place Other Than Roadway: Stopping at Sidewalk.
(Amended)
- 331.24 Right of Way of Funeral Procession. (Amended)
- 331.26 Driving Upon Street Posted as Closed for Repair. (Amended)
- 331.27 Following and Parking Near Emergency or Safety Vehicles. (Amended)
- 331.28 Driving Over Fire Hose. (Amended)
- 331.29 Driving Through Safety Zone. (Amended)
- 331.30 One-Way Streets and Rotary Traffic Islands. (Amended)
- 331.31 Driving Upon Divided Roadways. (Amended)
- 331.33 Obstructing Intersection, Crosswalk or Grade Crossing. (Amended)
- 331.37 Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
- 331.40 Stopping at Grade Crossing. (Amended)
- 333.03 Maximum Speed Limits. (Amended)
- 333.031 Approaching a Public Safety Vehicle. (Amended)
- 333.04 Stopping Vehicle. (Amended)
- 333.05 Speed Limitations Over Bridges. (Amended)
- 337.16 Number of Lights. (Amended)
- 337.27 Drivers and Passengers Required to Wear Seat Belts. (Amended)
- 341.03 Prerequisites to Operation of a Commercial Motor Vehicle. (Amended)
- 371.01 Right of Way in Crosswalk. (Amended)
- 371.02 Right of Way of Blind Person. (Amended)
- 371.07 Right of Way on Sidewalk. (Amended)
- 373.01 Code Application to Bicycles. (Amended)
- 373.02 Riding Upon Seats. (Amended)
- 373.03 Attaching Bicycle to Vehicle. (Amended)
- 373.04 Riding Bicycles and Motorcycles Abreast. (Amended)
- 373.05 Signal Device on Bicycle. (Amended)
- 373.06 Lights and Reflector on Bicycle. (Amended)
- 373.07 Riding Bicycle on Right Side of Roadway. (Amended)
- 373.08 Reckless Operation. (Amended)
- 373.09 Parking of Bicycle. (Amended)
- 373.10 Motorized Bicycle Operation. (Amended)
- 373.20 Paths Exclusively for Bicycles. (Amended)
- 373.21 Electric Bicycles. (Added)

General Offenses Code

509.03 Disorderly Conduct. (Amended)
513.01 Drug Abuse Control Definitions. (Amended)
513.03 Drug Abuse; Controlled Substance Use. (Amended)
513.05 Permitting Drug Abuse. (Amended)
529.07 Open Container Prohibited. (Amended)
533.04 Sexual Imposition. (Amended)
533.07 Public Indecency. (Amended)
533.15 Dissemination of Private Sexual Images. (Added)
537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or
Alternate Nicotine Products. (Amended)
545.10 Misuse of Credit Cards. (Amended)
549.01 Weapons Definitions. (Amended)
549.06 Unlawful Transactions in Weapons. (Amended)

Fire Prevention Code

1519.04 Fireworks Possession, Sale or Discharge Prohibited. (Amended)

SECTION 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City, the reason for the necessity being that there exists an imperative need for the earliest publication and distribution of the November 2019 Replacement Pages to the Codified Ordinances to the officials and residents of the City, so as to facilitate administration, daily operation and avoid practical and legal entanglements.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2019.

Acting Mayor, John Baryak

ATTEST: _____
City Clerk, Kathleen M. King

ORDINANCE 2019-34

**AN ORDINANCE MAKING APPROPRIATIONS FOR THE CURRENT EXPENSES
AND OTHER EXPENDITURES FOR THE CITY OF NEWTON FALLS, OHIO, FOR
THE FISCAL YEAR ENDING DECEMBER 31, 2020 AND DECLARING AN
EMERGENCY.**

(Sponsored by Councilman Alberini, Councilman Baryak, Councilman Beer, Councilman
Svette, Councilman Waddell and the City Manager)

WHEREAS, It is necessary to make appropriations for the current expenses and other expenditures for the City of Newton Falls, Ohio, for the fiscal year ending December 31, 2020.

WHEREAS, This Ordinance has funding sources that originated after the original Certificate of Resources was issued; and

WHEREAS, the re-appropriations will require an update of the Certificate of Resources to be filed with the Trumbull County Auditor, and

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

SECTION I: “Exhibit A” attached hereto as if fully rewritten herein shall be the appropriations for the funds designated for the fiscal year ending December 31, 2020, for the City of Newton Falls.

SECTION II: The City Director of Finance is hereby authorized to draw her warrants on the City Treasury for payment of the foregoing appropriations, upon receiving proper certification and vouchers thereof, and no salaries or wages shall be paid except to persons employed by authority of and in accordance with law or ordinance.

SECTION III: The Finance Director is hereby directed and authorized to amend file and request a Certificate of Resources accordingly.

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

PASSED IN COUNCIL THIS _____ DAY OF DECEMBER, 2019.

Mayor,

ATTEST: _____
Clerk of Council, Kathleen M. King

CITY OF NEWTON FALLS, OHIO

ORDINANCE 2019-034 EXHIBIT A

| | FUND | 2020 |
|---------------------------------|------------|---------------------|
| | NUMBER | Appropriations |
| GENERAL FUND | 100 | |
| POLICE | | |
| Personal Services-Police | | 628,433.00 |
| Other Operations | | 100,350.00 |
| Total | | 728,783.00 |
| Police Support | | |
| Personal Services | | 14,149.00 |
| Other Operations | | 55,000.00 |
| Total | | 69,149.00 |
| FIRE | | |
| Fire Services | | 70,850.00 |
| Other Operations | | 0.00 |
| Total | | 70,850.00 |
| ZONING | | |
| Personal Services | | 77,075.00 |
| Other Operations | | 33,040.00 |
| Total | | 110,115.00 |
| CITY ADMINISTRATION | | |
| Personal Services | | 81,289.00 |
| Other Operations | | 21,955.00 |
| Total | | 103,244.00 |
| COUNCIL | | |
| Personal Services | | 11,418.00 |
| Other Operations | | 43,962.00 |
| Total | | 55,380.00 |
| MUNICIPAL COURT | | |
| Personal Services | | 698,648.00 |
| Other Operations | | 18,550.00 |
| Capital Outlay | | 0.00 |
| Total | | 717,198.00 |
| FINANCE | | |
| Personal Services | | 92,860.00 |
| Other Operations | | 21,900.00 |
| Total | | 114,760.00 |
| BOARDS & COMMISSIONS | | |
| Personal Services | | 800.00 |
| Other Operations | | 300.00 |
| Total | | 1,100.00 |
| LAW | | |
| Personal Services | | 26,305.00 |
| Other Operations | | 4,550.00 |
| Total | | 30,855.00 |
| BUILDING MAINTENANCE | | |
| Personal Services | | 7,090.00 |
| Other Operations | | 50,500.00 |
| Total | | 57,590.00 |
| TRANSFERS | | |
| Other Operations | | 161,000.00 |
| Total | | 161,000.00 |
| Total Fund Appropriation | | 2,220,024.00 |

| | FUND | 2020 |
|--|------------|-------------------|
| | NUMBER | Appropriations |
| <u>STREET CONST., MAINT. & REPAIR</u> | 201 | |
| Personal Services | | 360,125.00 |
| Other Operations | | 46,890.00 |
| Capital Outlay | | 0.00 |
| Total Fund Appropriation | | 407,015.00 |
| <u>STATE HIGHWAY IMPROVEMENT FUND</u> | 202 | |
| Capital Outlay | | 22,000.00 |
| Total Fund Appropriation | | 22,000.00 |
| <u>PERMISSIVE TAX FUND</u> | 203 | |
| Other Operations | | 45,500.00 |
| Capital Outlay | | 88,000.00 |
| Total Fund Appropriation | | 133,500.00 |
| <u>PARKS & RECREATION</u> | 204 | |
| Parks | | |
| Personal Services | | 12,870.00 |
| Other Operations | | 1,500.00 |
| Capital Outlay | | 73,781.00 |
| Total Department Appropriation | | 88,151.00 |
| Community Center | | |
| Personal Services | | 0.00 |
| Other Operations | | 5,000.00 |
| Capital Outlay | | 0.00 |
| Total Department Appropriation | | 5,000.00 |
| Total Fund Appropriation | | 93,151.00 |
| <u>DRUG LAW ENFORCEMETN</u> | 208 | |
| Other Operations | | 1,000.00 |
| Capital Outlay | | 0.00 |
| Total Fund Appropriation | | 1,000.00 |
| <u>INDIGENT DRIVERS</u> | 215 | |
| Other Operations | | 7,000.00 |
| Total Fund Appropriation | | 7,000.00 |
| <u>LAW LIBRARY</u> | 218 | |
| Other Operations | | 12,000.00 |
| Total Fund Appropriation | | 12,000.00 |
| <u>ENFORCEMENT & EDUCATION</u> | 219 | |
| Other Operations | | 16,000.00 |
| Capital Outlay | | 0.00 |
| Total Fund Appropriation | | 16,000.00 |
| <u>SPECIAL LEVY POLICE</u> | 220 | |
| Other Operations | | 28,000.00 |
| Debt Service | | 0.00 |
| Total Fund Appropriation | | 28,000.00 |

| | FUND | 2020 |
|--|------------|-------------------|
| | NUMBER | Appropriations |
| <u>INCOME TAX</u> | 221 | |
| Personal Services | | 0.00 |
| Other Operations | | 29,060.00 |
| Capital Outlay | | 0.00 |
| Transfers Out | | 762,050.00 |
| Refunds | | 0.00 |
| Total Fund Appropriation | | 791,110.00 |
| <u>COURT COMPUTERIZATION</u> | 222 | |
| Capital Outlay | | 125,000.00 |
| Other Operations | | 25,000.00 |
| Total Fund Appropriation | | 150,000.00 |
| <u>COURT GENERAL SPECIAL PROJECTS</u> | 223 | |
| Other Operations | | 10,000.00 |
| Capital Outlay | | 290,000.00 |
| Total Fund Appropriation | | 300,000.00 |
| <u>COURT SECURITY/DIVERSION</u> | 224 | |
| Other Operations | | 5,000.00 |
| Total Fund Appropriation | | 5,000.00 |
| <u>INDIGENT DRIVERS ALCOHOL TREATMENT</u> | 225 | |
| Other Operations | | 10,000.00 |
| Capital Outlay | | 0.00 |
| Total Fund Appropriation | | 10,000.00 |
| <u>PROBATION IMPROVEMENT</u> | 226 | |
| Other Operations | | 0.00 |
| Capital Outlay | | 0.00 |
| Total Fund Appropriation | | 0.00 |
| <u>PROBATION INCENTIVE AWARD</u> | 227 | |
| Other Operations | | 0.00 |
| Capital Outlay | | 0.00 |
| Total Fund Appropriation | | 0.00 |
| <u>Justice Reinvestment and Incentive Funding</u> | 228 | |
| Other Operations | | 0.00 |
| Capital Outlay | | 0.00 |
| Total Fund Appropriation | | 0.00 |
| <u>Justice Reinvestment and Incentive Funding</u> | 230 | |
| Other Operations | | 20,388.00 |
| Capital Outlay | | 0.00 |
| Total Fund Appropriation | | 20,388.00 |
| <u>CAPITAL PROJECTS</u> | 400 | |
| Capital Outlay | | 77,259.00 |
| Total Fund Appropriation | | 77,259.00 |

| | FUND | 2020 |
|--|------------|---------------------|
| | NUMBER | Appropriations |
| <u>WATER FUND</u> | 501 | |
| Water Plant | | |
| Personal Services | | 411,129.00 |
| Other Operations | | 772,642.00 |
| Capital Outlay | | 355,000.00 |
| Total Department Appropriation | | 1,538,771.00 |
| Water Distribution | | |
| Personal Services | | 408,289.00 |
| Other Operations | | 199,445.00 |
| Capital Outlay | | 250,000.00 |
| Total Department Appropriation | | 857,734.00 |
| Total Fund Appropriation | | 2,396,505.00 |
| <u>SEWER FUND</u> | 502 | |
| Personal Services | | 472,750.00 |
| Other Operations | | 958,750.00 |
| Capital Outlay | | 220,000.00 |
| Total Fund Appropriation | | 1,651,500.00 |
| <u>ELECTRIC FUND</u> | 503 | |
| Personal Services | | 567,726.00 |
| Other Operations | | 5,730,900.00 |
| Capital Outlay | | 230,000.00 |
| Total Fund Appropriation | | 6,528,626.00 |
| <u>STORMWATER FUND</u> | 504 | |
| Other Operations | | 12,250.00 |
| Capital Outlay | | 149,800.00 |
| Total Fund Appropriation | | 162,050.00 |
| <u>SEWER REPLACEMENT & IMPROVEMENTS</u> | 506 | |
| Capital Outlay | | 269,369.00 |
| Total Fund Appropriation | | 269,369.00 |
| <u>GUARANTEE TRUST</u> | 508 | |
| Other Operations | | 25,000.00 |
| Total Fund Appropriation | | 25,000.00 |
| <u>REFUSE</u> | 510 | |
| Other Operations | | 250,000.00 |
| Total Fund Appropriation | | 250,000.00 |

| | FUND | 2020 |
|---|------------|--------------------------|
| | NUMBER | Appropriations |
| <u>UTILITY BILLING FUND</u> | 514 | |
| Personal Services | | 159,256.00 |
| Other Operations | | 69,550.00 |
| Capital Outlay | | 1,000.00 |
| Total Fund Appropriation | | 229,806.00 |
| <u>SEWER DEBT</u> | 516 | |
| Debt Service | | 394,622.00 |
| Total Fund Appropriation | | 394,622.00 |
| <u>ELECTRIC DEBT</u> | 517 | |
| Debt Service | | 1,425,000.00 |
| Total Fund Appropriation | | 1,425,000.00 |
| <u>WATER DEBT</u> | 519 | |
| Debt Service | | 270,075.00 |
| Total Fund Appropriation | | 270,075.00 |
| <u>EMPLOYEE BENEFIT SELF-INSURANCE</u> | 602 | |
| Other Operations | | 1,000,000.00 |
| Total Fund Appropriation | | 1,000,000.00 |
| <u>TRUMBULL COUNTY CAP</u> | 705 | |
| Other Operations | | 9,400.00 |
| Total Fund Appropriation | | 9,400.00 |
| <u>CITY BEAUIFICATION FUND</u> | 709 | |
| Other Operations | | 4,775.00 |
| Total Fund Appropriation | | 4,775.00 |
| <u>FIRE/TOWNSHIP FUEL FUND</u> | 711 | |
| Other Operations | | 15,000.00 |
| Total Fund Appropriation | | 15,000.00 |
| TOTAL APPROPRIATION | | 18,925,175.00 |

ORDINANCE 2019-35

**AN ORDINANCE REPEALING ORDINANCE 2013-26 and 2019-04 AND
ESTABLISHING ELECTRIC RATES FOR CUSTOMERS OF THE MUNICIPAL
ELECTRIC SYSTEM.**

(Sponsored by Councilman Baryak, Councilman Alberini, Councilman Waddell,
Councilman Beer, Councilman Svette and the City Manager)

WHEREAS, Ordinance 2013-26 and 2019-04 were passed by City Council,
establishing electric rates for customers of the Newton Falls Electric System; and

WHEREAS, City Council authorized a rate study to be conducted and as a result
of the rate study changes to the rates established in must be made.

WHEREAS, said rate study allows for the reduction in electric rates as reflected
in the attached Exhibit A.

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

SECTION I: The Newton Falls City Council deems it necessary to adopt a new
electric rate schedule for all bills going out after January 1, 2020.
Said rate schedule, marked "Exhibit A", is attached hereto and
made a part hereof, as if fully rewritten herein.

These new rates will be retroactive to December 1, 2019 usage.

SECTION IV: Ordinance 2013-26 and 2019-04 are hereby repealed.

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

PASSED IN COUNCIL THIS _____ DAY OF DECEMBER, 2019.

Mayor

ATTEST: _____
City Clerk

Exhibit A

Rate Charges

Proposed Rates⁽¹⁾
Village of Newton Falls, Ohio

| Description | Proposed Rate |
|---|---------------|
| Residential Non-Demand Service Inside | |
| Service Charge (\$/Mo.) | 7.50 |
| Energy Charge (\$/kWh) | |
| 1st 600 kWh | 0.12690 |
| 2nd 600 kWh | 0.12690 |
| All Remaining | 0.12690 |
| Residential Non-Demand Service Outside | |
| Service Charge (\$/Mo.) | 10.00 |
| Energy Charge (\$/kWh) | |
| 1st 600 kWh | 0.12700 |
| 2nd 600 kWh | 0.12700 |
| All Remaining | 0.12700 |
| Residential Demand Service Inside | |
| Service Charge (\$/Mo.) | 7.50 |
| Energy Charge (\$/kWh) | |
| 1st 125 kWh per kW | 0.12912 |
| All Remaining kWh | 0.11621 |
| Residential Demand Service Outside | |
| Service Charge (\$/Mo.) | 10.00 |
| Energy Charge (\$/kWh) | |
| 1st 125 kWh per kW | 0.12922 |
| All Remaining kWh | 0.11630 |
| Commercial City-Owned Inside | |
| Service Charge (\$/Mo.) | 25.00 |
| Energy Charge (\$/kWh) | 0.08255 |
| Capacity Charge (\$/kW-mo.) | 12.00 |
| Commercial City-Owned Outside | |
| Service Charge (\$/Mo.) | 30.00 |
| Energy Charge (\$/kWh) | 0.08262 |
| Capacity Charge (\$/kW-mo.) | 12.50 |
| Commercial Customer-Owned Inside | |
| Service Charge (\$/Mo.) | 25.00 |
| Energy Charge (\$/kWh) | 0.08255 |
| Capacity Charge (\$/kW-mo.) | 11.60 |
| Commercial Customer-Owned Outside | |
| Service Charge (\$/Mo.) | 30.00 |
| Energy Charge (\$/kWh) | 0.08262 |
| Capacity Charge (\$/kW-mo.) | 12.10 |
| Industrial | |
| Service Charge (\$/Mo.) | 150.00 |
| Energy Charge (\$/kWh) | 0.06805 |
| Capacity Charge (\$/kW-mo.) | 14.00 |
| Municipal | |
| Service Charge (\$/Mo.) | 25.00 |
| Energy Charge (\$/kWh) | 0.11520 |
| Security Lights | |
| 175 Watt Mercury Vapor | 8.00 |
| 400 Watt Mercury Vapor | 11.50 |
| 1,000 Watt Mercury Vapor | 19.75 |
| 150 Watt High Pressure Sodium | 8.00 |
| 250 Watt High Pressure Sodium | 10.00 |
| 400 Watt High Pressure Sodium | 12.00 |
| PCA Charge (\$/kWh) | - |

(1) PCA Charge applied to all rate classes.

Power Cost Adjustment Rider
All Rate Classes
Effective January 1, 2020

Applicable:

The calculation of monthly bills pursuant to the rates and charges therein shall be subject to adjustment for changes in the cost of fuel and purchased power by applying a Power Cost Adjustment (PCA) as a unit charge or credit to the total billed energy kilowatt-hours (kWh) on the bill.

Overview:

This PCA calculation is intended to be based on forward looking projections of fuel, purchased power and other power supply related costs, as well as projections of customer sales (kWh), for the period. The calculation is further intended to be performed at a minimum six month interval or more frequently, if required, to accomplish recovery of fuel related cost in a timely manner. The calculation includes a provision to reconcile over or under collection of cost from previous periods based on actual cost versus projected cost for the period.

The PCA calculation shall be performed in a manner consistent with this rider and initially applied for a seven-month period effective for billings after December 31, 2019. Thereafter, the PCA calculation shall be reviewed at a minimum every six months. The PCA calculation shall be reviewed and new projections shall be made for the subsequent six-month periods (i.e., August and February of each year). Following such PCA review and calculation, the PCA shall be applied, as deemed necessary to accomplish recovery of the fuel, purchased power and other power supply related costs in a timely manner. The PCA shall be recalculated and applied at intervals more frequent than six months if actual fuel and purchased power cost vary significantly from projections.

Definition of Fuel Cost:

The cost in dollars and cents of all projected fuel used in the production of electric energy during the applicable time period determined from the projected weighted average cost of such fuel applied to the projected quantity used. The projected weighted average cost of fuel as used shall be defined as the cost of fuel consumed in generating facilities priced at cost including freight, demurrage, and taxes, of fuel on hand at the beginning of the applicable time period, plus projected cost of fuel received during the applicable time period, divided by the total quantity of fuel on hand and projected to be received.

Definition of Purchased Power Cost:

The net cost in dollars and cents of all projected purchased power required during the applicable time period. The net cost of purchased power shall be the projected total cost of power and energy received from suppliers, including service and dispatch fees and any power supply related charges, less the projected amounts received for off-system sales of energy.

Determination of PCA Unit Charge or Credit:

When fuel total cost and purchased power cost increases above or decreases below \$0.09506/kWh-sold, the rate for electric service shall be increased or decreased in accordance with the following formula:

Calculation:

$$PCA = \frac{P + R}{S} - B$$

Where:

- PCA = Power Charge factor, expressed in dollars per kWh-sold rounded to the nearest five decimal places.
- P = Total projected fuel cost and projected purchased power cost during the applicable time period expressed as dollars (\$) as defined in this schedule.
- S = Projected sales (kWh) excluding wholesale energy sales, for the applicable time period for which the fuel cost and purchased power cost (P) is computed.
- R = Reconciliation of the actual cumulative over or under recovery of fuel cost and purchased power cost from preceding applicable time periods including over or under recovery of fuel cost and purchased power cost before the effective date of this Rider expressed as dollars (\$).
- B = Base power supply cost for the schedule of rates and charges provided by this Ordinance, B shall be \$0.09506/kWh-sold.

RESOLUTION 51-2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
EXECUTE A CONTRACT WITH DAVID DeCHRISTOFARO ASSOCIATES, LLC FOR
DEVELOPMENT SERVICES.**

(Sponsored by: City Manager)

WHEREAS, David DeChristofaro Associates, LLC has provided real estate development services for the City of Newton Fall; and

WHEREAS, The City of Newton Falls would like to continue to move forward on economic development including concept site plans, feasibility of development, promotional information, seeking interested parties; 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 David DeChristofaro Associates of Niles, Ohio marked Exhibit A, attached hereto as if fully rewritten herein for economic development related services.

PASSED IN COUNCIL THIS 18th DAY OF NOVEMBER 2019.

Mayor,

ATTEST: _____
Clerk of Council, City Clerk Kathleen M King

David DeChristofaro Associates, LLC

Engineering & Surveying - Project Management - Real Estate Development Consulting - Energy Development Consulting

1128 Shadow Ridge Drive / Niles, Ohio 44446 / 330-507-3055 / dmdechistofaro@aol.com

David M. DeChristofaro, PE, PS, MBA, PhD
Principal Member

October 24, 2019

David Lynch
City Manager
City of Newton Falls
19 North Canal Street
Newton Falls, Ohio 44444

**Re: Real Estate Development Services Phase II
2nd Continuation of Initial Agreement**

Dear David:

On April 30, 2018, an Initial Agreement was signed between David DeChristofaro Associates, LLC (DDA) and the City of Newton Falls (the City) for Real Estate Development Services Phase II, to be provided by DDA for an initial fee capped at \$15,000.00. It was agreed in the Initial Agreement that the services by DDA will be on-going, as needed by the City, with additional fees beyond the initial \$15,000 cap to be authorized in writing if the City should choose to continue with DDA's services.

On June 3, 2019 a 1st Continuation of this Initial Agreement was executed for an additional fee capped at \$15,000. This cap has now been reached. DDA and the City hereby agree to continue the Initial Agreement by this 2nd Continuation of the Initial Agreement with a cap not to exceed \$15,000.

This 2nd Continuation of the Initial Agreement will include the following scope of services: (1) continuing the development of additional concept site plans; (2) refining and enhancing several select concept site plans for promotional presentations; (3) preparing promotional information for select concept site plans; (4) seeking out interested parties for development of the sites; (5) working with the City and other agencies to gain some form of control of select sites for development; (6) working with the City in developing incentives to promote development with major trip destination uses; (7) assisting the City with future annexations; and (8) other development services as needed.

Additional continuations of the Initial Agreement can be authorized in writing if agreed to between the City and DDA. Similar to the Initial Agreement, due to the nature of these services, it would not be possible to estimate the cost for completing the services by DDA; therefore, it is agreed that this 2nd Continuation of the Initial Agreement continues to be an

hourly rate agreement using the same hourly rates as the Initial Agreement noted below:

Principal: \$125.00/hr

CAD Design/Drafting: \$75.00/hr.

Time sheets will be provided with each invoice outlining the work performed and the time spent for each work hour. Time will be billed on minimum half hour increments. Invoices may be submitted monthly and payment shall be due within 30 days of invoice.

This agreement will be on-going as needed by the City. The agreement can be cancelled by either party with thirty (30) days notice.

The City shall be responsible for direct expenses such as photo copies, prints, etc.

Thank you for the opportunity to work with the City on this very important project.

Sincerely,



David DeChristofaro

ACCEPTANCE:

The City of Newton Falls, Ohio hereby accepts this Proposal for the performance of the work described herein and authorizes the above work.

ACCEPTED BY:

Name and Title Printed

Signature

Date

RESOLUTION 52-2019

A RESOLUTION COMMEMORATING NEWTON FALLS SCHOOL CHOICE WEEK

WHEREAS all children in the City of Newton Falls should have access to the highest-quality education possible; and,

WHEREAS Newton Falls City Council recognizes the important role that an effective education plays in preparing all students in the City of Newton Falls to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of the City of Newton Falls; and,

WHEREAS The City of Newton Falls is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS our area has many high-quality teaching professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

COUNCIL FOR THE CITY OF NEWTON FALLS, HEREBY RESOLVES:

SECTION I: We, the Council of the City of Newton Falls do hereby recognize January 26 – February 1, 2020 as **SCHOOL CHOICE WEEK**, and call this observance to the attention of all of our citizens.

PASSED IN COUNCIL THIS 18TH DAY OF NOVEMBER 2019.

Mayor,

ATTEST: _____
Clerk of Council, Kathleen M. King