

ZOOM MEETING

Join Zoom Meeting

<https://us02web.zoom.us/j/89127067451?pwd=dzlxdeE1ySERtTkMrS3RYVmeE5OXVNZz09>

Meeting ID: 891 2706 7451

Passcode: 44444

One tap mobile

+13126266799,,89127067451# US (Chicago)

+19292056099,,89127067451# US (New York)

NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA

MONDAY, DECEMBER 7, 2020

6:00 P.M.

612 West Broad Street

CITY COUNCIL MEMBERS

Adam Zimmermann, 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/Prayer

3. Roll Call

4. Special presentations by staff members or invited consultants

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

6. Reports

Mayor

Council Members

Finance Director

Law Director

City Manager

Changes to tonight's agenda

7. Approval of Previous Minutes

November 23, 2020 - Regular Meeting

8. Public Hearings:

9. Unfinished Business:

10. New Business:

1. Ord. 2020-40: An Ordinance Repealing Ordinance 2017-17 and Authorizing the City Manager to Enter into a New Agreement Creating a Joint Fire District.
2. Res. 36-2020: A Resolution Authorizing the City Manager to Enter into Contracts for the Purchase of Chemicals for the City of Newton Falls for the Year 2021.
3. Res. 37-2020: A Resolution to Authorize the City Manager to Enter into an Annexation Agreement with Newton Township.

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

13. Adjourn:

Newton Falls City Council met in Regular session on Monday, November 23, 2020 at 6:00 p.m. in Council Chambers. Mayor Kline called the meeting to order following the Pledge of Allegiance. Prayer by Mayor Kline

ALSO PRESENT: (via Zoom)

David M. Lynch, City Manager; A. Joseph Fritz, Law Director; Anna Musson, Finance Director; Eugene Fixler, Police Chief

ROLL CALL:

Zimmermann, Baryak, Waddell, Breymaier, Alberini

ABSENT:

SPECIAL PRESENTATIONS BY STAFF MEMBERS OR INVITED CONSULTANTS:

Police Chief Fixler stated nine traffic stops were made downtown today. With money collected in No Shave November along with other donated money the purchased nine complete meals for people. Also on December 5th there will be a fundraiser at Faces to raise money.

PUBLIC COMMENTS:

Tim Stintson, Arlington Road said at the last meeting he called out Mr. Lynch. He was incorrect about that and apologized. Mr. Stintson commented on the contracts and was concerned that they did not benefit the City, he also questioned giving raises in a pandemic. Mr. Stintson asked if we had a City handbook, a social media clause and other items he felt should be added to the contracts. He questioned why we had to amend them now. He suggested a one-year contract with a four-year option.

Brian Kropp, Elizabeth Street said he asked to have ten minutes to address Council. He said he sent a request tonight to the Mayor and his Council representative. Mr. Lynch stated the request had to be in at the end of last week to be able to be on the agenda and meet the deadline and the Law Director has opined on this issue. After a brief discussion Mayor Kline said he did not have a pre-approval for the ten minutes he never received anything from Mr. Kropp. Mr. Alberini said he received Mr. Kropp's email about 5:05 p.m. but thought the procedure was by the deadline.

Attorney Fritz stated the ten minutes is by invitation or previously scheduled to be on the agenda it is generally in by Wednesday of the previous week so that we can prepare the agenda. Five O'clock today is not enough time to adjust the agenda this should be disallowed and if he wants to speak on his three minutes we should allow.

Mr. Kropp read the section out of Council Rules about speaking for ten minutes.

Mayor Kline stated since he knows Mr. Alberini received the request and we have not gone over this since he has been in office, he would grant the ten minutes.

Mr. Kropp spoke on the agenda and item number seven which is the approval of the previous minutes. In his opinion and on what he felt were facts that meeting of November 16th was an illegitimate meeting and should have never taken place. The meeting was cancelled by the Mayor on Sunday. The meeting went on anyway even though the Mayor cancelled it. Mr. Kropp presented copies of the notice the Mayor sent out, the explanation from the Law Director as to why the meeting proceeded and the notice for the cancellation of the previous meeting.

Werner Lange, 510 Superior Street addressed the contracts. He stated that the contracts to take place on December 1st was a violation of the Charter. Mr. Lange was against the contracts and stated that they would be terminated when a new Council was in place. He asked that these be reconsidered on the basis of morality and fiscal responsibility.

John Richards, spoke on the contracts. He said he has nothing against the employees and for the most part they are doing a good job. Mr. Richards discussed the reasoning behind the contracts, one was that they were good employees and they deserved them, the other was that these employees are in fear of losing their jobs. He felt that Council, in their behavior, has created mistrust.

Attorney Al Schrader suggested that the election was certified and Tesa was sworn in by the Judge. Mayor Kline stated this is not an agenda item and this section is specifically for agenda items.

Ashley Love, 342 Oak Knoll discussed Ordinance 2020-38 regarding charities. She was concerned that people would be punished for doing nice things and helping people in need. She did not think that there should be more steps to take for helping people.

Jamie Kline, 312 Ridge Road spoke on the contracts. She did not think the City Manager's contract should be reinstated and Council should take a look.

Brenda Persino spoke on Ordinance 2020-38, if we were punishing charities that would be absurd. She asked for further explanation. Ms. Persino also spoke against the rate of pay in the contracts.

Tammy Moss spoke on Ordinance 2020-38 and stated for 36 years she has been involved in a benefit to raise money for children before Christmas. She felt that this legislation needed to be looked at and encouraged Council to rethink this legislation.

Dennis Richter, suggested Council look at the raises and has not seen any economic development and if that had come through it might be a good idea.

REPORTS :

Waddell:

- Attended the Trumbull County Emergency Management Meeting on zoom and they are still updating and preparing themselves for another pandemic or disaster.

Alberini:

- Reminded everyone to sign up for the Lattes and Legislature event to be held in Newton Falls in December. The Director from the Ohio Turnpike will be the guest speaker.

LAW DIRECTOR: Nothing to report.

Alberini asked in regard to the discussion Mr. Kropp had on the meeting and cancellation and who has authority and who does not. Alberini stated he was under the assumption that that should be approved by Council.

Attorney Fritz stated the Charter is written where a majority of Council is in charge of the meetings. For our regular meetings you use your administrative staff to create the agenda then we have a timetable involved in creating the agenda. If three members of Council approach the City Manager and indicate they wish the meeting moved we have some steps to go through to do that. The majority of Council decides that.

Alberini stated going forward if this ever comes up again it should be a majority of Council Attorney Fritz agreed. The City Manager takes his administrative duties and applies as best as possible, secondary is he is in charge of the building.

Baryak asked who set this meeting. He did not remember voting on this. Attorney Fritz said at the last meeting we discussed this being scheduled for the 23rd.

Alberini called Point of Order he just wanted clarity on what to do if this happened again. We want to make sure we do it right if there is a next time.

Attorney Fritz stated we had a cancellation at the beginning of the month, and we need to comply with the Charter. Waddell said he did speak to Mr. Lynch and indicated he would be happy to have the meeting and he did not know if Mr. Lynch spoke to another member of Council. As you know it only takes two members to call a meeting.

FINANCE DIRECTOR: Nothing to report.

Baryak said at the last meeting she stated the Covid money was gone. He asked where it went and did it go for employee salaries. Ms. Musson stated the money we received City Council passed a Special Revenue Fund and per the Ohio Management Budget Report it went to several different categories per the federal guidelines. Baryak asked where the money went that was budgeted in payroll last year. Ms. Musson stated payroll goes to payroll. Detailed reports have been provided.

Baryak asked if we got rid of the income tax department. Ms. Musson stated we have a contract with the Regional Income Tax Agency.

Alberini stated this has been a challenging year and asked how our revenue stream for the Village was. Ms. Musson stated the October and November reports are coming in and we are very financially sound. The general fund is looking at a carryover of at least \$600,000. Overall all our funds have a healthy carryover balance, and we are doing well. Alberini asked about the revenue stream from people shopping and doing business in Newton Falls and if it was stable. Ms. Musson stated the income tax is exactly on target and stable. Alberini asked if there were people in town who operated on a cash basis and did not pay the retail tax on their sales. Ms. Musson stated the tax was collected by the County not the City.

Baryak asked how we bought the church. Ms. Musson stated the church was purchased per City Council and the contract that authorized the City Manager to enter into. The purchase was out of the General Fund and future building fund. Baryak asked if that was part of the money we took from the Electric Department and put into the General Fund. Ms. Musson stated no.

Baryak asked how much money we collect from businesses who do services in town, how much tax they pay. Ms. Musson stated income tax is confidential. Detailed information was previously provided and reviewed on the breakdown of money collected.

MAYOR KLINE:

- Spoke to numerous people over the past few weeks and when he ran for office, he promised to represent them. People who have called have the following concerns: The contested of the election, budget meeting he demanded proof why Ms. Spletzer was not taking her seat, he never received anything
- People asked if last Monday's meeting, was legitimate/real. Weeks ago he was asked if we should have a zoom meeting or go forward after discussion, he cancelled the meeting. He spoke to the Tribune and sent an email to Council, City Manager, Clerk and Law Director telling them the meeting was cancelled and why. The Tribune announced the meeting was cancelled.
- Individuals have contacted him about the contracts. What is the rush.
- Our Council building, parks, roads... belong to the community we are in the position to take care of them.
- Zoom meetings people are concerned about
- He would like to see motions tonight to see the contracts tabled. Secondly when it comes to the meetings there was a motion to have them by zoom until February, but he would like to see motions tonight to give our citizens a freedom of choice.
- The Ordinance tonight on charities was probably the dumbest thing he has ever seen.

CITY MANAGER:

- Had a conference today by email with Ed Davis from Eastgate about the OPWC projects. The project with the most points is our Scott Street project. Mr. Davis asked, if they could guarantee funding would we be willing to allow other project to get funded ahead

of ours. Mr. Lynch said he indicated that would be fine as long as they guaranteed our project.

Baryak asked who sponsored Ordinance 2020-38. Alberini said he did not see this as a doom and gloom for charities. He said he has a number of people coming to his door but does not know where they are from or what they do with their money. He did not have a problem with this but did not want to penalize people for helping out. He felt it was designed to control the people who may take advantages of the people who give and add a check and balance.

CHANGES TO TONIGHT'S AGENDA:

APPROVAL OF PREVIOUS MINUTES:

Alberini made a motion seconded by Waddell to adopt the minutes from the November 16, 2020 Regular Meeting as submitted by the Clerk.

ROLL CALL: Zimmermann aye, Baryak abstained, Waddell aye, Breymaier aye, Alberini aye.
MOTION PASSED 4 – 0 - 1

Waddell made a motion seconded by Zimmermann to adopt the minutes from the November 18 legal Special Meeting as submitted by the Clerk.

ROLL CALL: Baryak aye, Waddell aye, Breymaier aye, Alberini aye, Zimmermann aye.
MOTION PASSED 5-0

PUBLIC HEARINGS:

ORDINANCE 2020-33: 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.

Mayor Kline opened the public hearing on this Ordinance.

Brian Kropp said recodifying the ordinances is important. He stated minutes were just approved for a meeting that half the meeting was skipped. Codifying is important but if you don't follow those rules, they mean nothing. Follow the ordinances they are rules to follow all the time not just when you feel like it. Mr. Kropp stated Alberini and Waddell picked and choose what to follow.

Alberini called Point of Order. He asked the Mayor to inform Mr. Kropp that there is a time and place, and he was tired of him taking shots.

Tim Stintson said Mr. Kropp was correct you did certify minutes where the meeting was not fulfilled. The rules were suspended then went on like the agenda did not matter. This does tie back into following the rules. We are just asking Council to follow the rules.

Tesa Spletzer echoed Mr. Kropp and Mr. Stinson's comments as far as Council following their own rules and rules of conduct.

After no further comments or questions Mayor Kline declared the public hearing closed.

ORDINANCE 2020-34: AN ORDINANCE AUTHORIZING A CONTRACT WITH THE CHIEF OF POLICE.

Mayor Kline opened the public hearing on this Ordinance.

Brian Kropp stated the most important thing about the contracts is the severance package. A contract is a binding agreement between two parties mutually beneficial to both parties. He did not feel that there was anything beneficial to the City. The concept of people being afraid of losing their jobs is absurd and an excuse. There is nothing that even ensures they do their job. He asked for them to vote no.

Tim Stintson was not to concerned with salaries and job performance, but it really is protection of the City. These are so one sided and do not benefit the City. He asked for an amendment about a City Handbook that employees had to follow and to add a social media clause to all employees. He requested they be tabled and put the stipulation on for renewal at one-year intervals.

Tracy Hurst, she supported the previous comments and asked what research has been done and the cons and pros on reissuing a contract that is not expired. Ms. Hurst felt a contract should be renewed when it has expired or about to be expired based on evaluation and performance.

Christine Johnson-Leon said she has been on several negotiating committees and asked why we are renewing or setting up contracts that are not expiring or set to expire. Basing the budget on projections is very foolish.

After no further comments or questions Mayor Kline declared this public hearing closed.

ORDINANCE 2020-35: AN ORDINANCE AUTHORIZING A CONTRACT WITH THE DIRECTOR OF FINANCE.

Mayor Kline opened the public hearing on this Ordinance.

Brian Kropp stated these contracts are all almost identical except for the City Manager's. All have the full severance. This is about common sense to renegotiate in the middle of contracts, initially for six years and amended to four years, three of these councilmen will be gone. He stated this was an awful contract regardless of the amount, this is not personal attacks they should not be worried about their jobs. Vote no.

Tim Stintson social media, employee handbook need to be added at a minimum to these contracts. Only way they are not paid out is a felony conviction or voluntary resignation by the

employee. He asked about fringe benefits and what that included because it was not spelled out in the contracts. Why do we have to hurry, he suggested one-year contracts. Vote no or table them.

Christine Johnson-Leon, 0 High Street Newton Falls Ohio, when talking about the monetary benefit of the contracts nothing is spelled out in fringe benefits. Those can add several thousands of dollars. She asked Council table these because of the economic status of the town and because we are in a pandemic and that the contracts are not currently up.

After no further comments or questions Mayor Kline declared this public hearing closed.

ORDINANCE 2020-36: AN ORDINANCE AUTHORIZING A CONTRACT WITH THE CITY CLERK.

Mayor Kline opened the public hearing on this Ordinance.

Tim Stintson again sated social media contract and employee handbook are the minimum things that need to happen. He also suggested a one-year contract. This has nothing personal to do with the employees but to protect the Village. These are one sided contracts and what is the fringe benefits and total cost of a four-year contract.

Brian Kropp showed the contract that says entered into on the 23rd he also read Section 2 Term. He stated it is nothing personal. The City Clerk in New York makes about \$56,000 a year. Again nothing is spelled out in fringe benefits. He also read Section 7 which says if something happens the remaining of the contract would be paid out. These handcuff any potential Council for years.

John Richards, 212 Albert Street, said this contract particularly and the others has absolutely nothing to do with the individuals. He has had few contacts with Kathy King and they have been pleasant she knows what she is doing. To guard against a fear of something that is not going to happen, he felt the community would not stand for it. Nowhere do we know who the original sponsors are on these contracts.

Laura Beth Neiheisel 227 North Center Street, people are saying that these contracts are out of the fear of losing a job. She said there is an income that someone expects to earn. When your talking \$20,000 above what someone expects that is exorbitant. Also with all the contracts there is the issue of fringe benefits. She felt a lot more should be put into these contracts to make them more feasible. She also did not think passing contracts during this time was not a good decision unless their contract has expired.

Tesa Spletzer stated the average City Clerk in the State of Ohio earns \$45,188 we are offering \$72,500 which seems exorbitant to her. The average household income in Newton Falls is only \$52,519 we are paying a single person \$20,000 more. She did not like these contracts. There is nothing in the contracts that say these employees will work 40 hours a week. They are good employee and will do their job, but she felt there was no consideration. The consideration was

from the City for the employee she would like to see the consideration that the employee is giving to the City.

Monica Butler said all have been elected by the residents of the village to represent them in the Village. She did not believe these contracts were a good representation of the residents of the Village. She feels this was a last-ditch effort to thumb their nose.

After no further comments or questions Mayor Kline declared this public hearing closed.

Waddell made a motion to take a three-minute break.

**ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Zimmermann aye, Baryak aye.
MOTION PASSED 5-0**

Waddell made a motion seconded by Zimmermann to reconvene.

**ROLL CALL: Breymaier aye, Alberini aye, Zimmermann aye, Baryak aye, Waddell aye.
MOTION PASSED 5-0**

ORDINANCE 2020-37: AN ORDINANCE AUTHORIZING A CONTRACT WITH THE CITY MANAGER.

Mayor Kline opened the public hearing on this Ordinance.

Brian Kropp touched on the same things as discussed with the other contracts. This one has a lot more in it. His problem with this contract is the bevy of activity he has done since he has been here, he has not fulfilled and breached his own contract several times. When you renew a contract you review what they have done. He has asked for the reviews and has not received anything. This contract has cars, technology, educational benefits and is almost \$90,000 a year. There have been racial comments, and defamation information that went out because he requested public records all this should be reviewed.

Tracy Hurst reiterated what Mr. Kropp said. She did not think anybody's contract especially Mr. Lynch's should be renewed prior to expiration. She has asked for performance reviews, there has been racial slurs and she did not think he is the man for this position. She asked everyone to vote no.

Tim Stintson all previous points made still stand. This contract is a lot longer and includes five weeks' vacation not including sick time, automobile, general business expenses all guaranteed in the contract. Professional development there is no budget or cap on what the City is expected to pay. If the employer, citizens or legislator changes the form of government such amendments constitute termination, we owe him money. If Mr. Lynch resigns, he will be compensated for any accrued sick leave, vacation, and holiday pay accumulated and be provided existing health insurance benefits for 12 months following the end of the month such resignation is tendered. He asked for a social media and employee handbook clause included.

Sherry Moss 329 Washington Avenue, Newton Falls asked if they were City contracts and said if they are City contracts, we are a Village not a City. Why do we make the City contracts and if we are a Village why do we pay City Income Tax.

Jeff Derry, 217 Bane Street, Newton Falls was concerned about the contracts. He did not understand why they were getting renewed when they were not up. He wanted it on record with the comments tonight and they should be tabled. He felt this needed more study and conversation. He asked people to listen to the community.

Tracy Hurst asked why these were renewed when they were not due and how would they get answers to their questions. She did not think this was the time or place to renew these contracts and should be renewed when due and based on performance.

Laura Beth Neiheisel this particular contract she felt Council should table especially this one because there was too much controversy. She needed to see performance and the outcome of the current contract. Also the current climate and environment and uncertainty how things will play out with National changes.

After no further comments or questions Mayor Kline declared this public hearing closed.

UNFINISHED BUSINESS:

ORDINANCE 2020-33: 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.

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

**ROLL CALL: Alberini aye, Zimmermann aye, Baryak aye, Waddell aye, Breymaier aye.
MOTION PASSED 5-0**

Alberini said he has listened to a lot of residents we don't normally hear from and it is obviously a hot button issue. He did not have a problem either way if tabled but wanted the residents to know he has heard and understands.

Mayor Kline said we are almost two hours into the meeting and in his opinion, he did not know how we could possibly look at each contract properly the way they should be. He asked if we wanted to read the ordinance or make a motion to table them.

ORDINANCE 2020-34: AN ORDINANCE AUTHORIZING A CONTRACT WITH THE CHIEF OF POLICE.

Alberini made a motion seconded by Waddell to adopt this Ordinance

Baryak made a motion to table the Ordinance until the first meeting in January.

Alberini said he was thinking of tabling for two weeks. Baryak said he already compromised because he wanted to do it indefinitely and we did not know who would be on council.

No second was made on the motion to table.

Baryak said the Chief, Clerk and Finance Director have never had a contract they serve at the pleasure of Council. It's not the money but he does not like not being able to let him go for non-performance. What is the Village getting for their side, nothing. What privilege does the Council have over the employee nothing.

Attorney Fritz addressed some of the things the general public has been saying. Like if he dies, we have to pay. There are things like improbability of contracts and certain things in the contracts that would give the City a way out. Also things in the Charter that lists their duties. The public is saying things that are not quite accurate. If the party dies the contract would die. There are other things that could come up that are impossibilities some of the things they are saying are not true.

Alberini, asked if some of the fallacies said about the contracts are not exactly accurate. Attorney Fritz said he cannot speak for what they are saying only what the law says. The City Manager's contract was done about two and a half year ago. He was not involved in the negotiations but did approve the contract as to form. Everyone asks what are we getting, we are getting employees who are here doing their jobs.

Zimmermann asked how non performance plays into this and how non performance or failure to do the job can be a termination of the contract. Attorney Fritz said for example the City Manager has to be a member of the International City Manager's if he fails to do that it gives cause to terminate. Contract law is complicated because it deals with so many possibilities. Attorney Fritz reviewed several scenarios that would allow termination or not paying a full severance. There are requirements on the part of the employees not necessarily in there.

Zimmermann said some comments were if these are signed and then the employee does not show up for work or falls asleep every day is that non performance or protected under a golden parachute that people are saying is written into the contracts. Attorney Fritz stated if they just came in and put their feet on the desk for two months, we could have some difficulty terminating.

Baryak said reading the contract it does say we will pay the full severance only if he commits a felony. We will have to fight to get rid of an employee we don't want. What power does Council have anymore. It takes three people to fire someone. This contract is spiteful and thumbing its nose at the citizens of Newton Falls. You have to have a justification to fire, or you would have a heck of a law suit. Attorney Fritz stated that Mr. Baryak and a couple members of council tried to fire him about a year and a half ago for no reason.

Mr. Lynch said he and the Law Director had a discussion and it was his understanding that nonperformance is considered a breach of contract in the State of Ohio. Attorney Fritz said in many cases he is correct.

Mayor Kline said there are a lot of details here that he does not know that has been discussed, and he wished we slowed down and discussed them.

Alberini said the employee handbook and social media policy were brought up. We do have an employee handbook in the City of Newton Falls.

Mr. Lynch stated the contracts require performance of their job and the Law Director just said that. The City has a handbook now and that means by job performance they must adhere to the handbook. We have an extensive social media performance in the handbook.

Waddell said he has been listening and thinking. There have been a lot of people talking about terminating members of our staff not only tonight but in the past, he is very discussed with that. They tell people how they want to terminate the employment of our City Manager and Police Chief that causes controversy and can cause lawsuits.

Waddell made a motion seconded by Breymaier to amend Section I of Ordinance 2020-34 to an emergency to preserve the public peace health and safety.

Mayor Kline said he just wanted to make sure we are doing the right things. He did not know of any calls that said we should fire or not fire. Most said it did not reflect on the employees. People were concerned with the salary and where we were getting the comparisons. Don't pass because someone might get fired, pass it because it is the right thing to do and to benefit the community.

Mayor Kline asked the effect of the emergency. Attorney Fritz said they go into effect immediately however they are not subject to referendum so there is little effect.

Vote on Motion to Amend

**ROLL CALL: Zimmermann aye, Baryak nay, Waddell aye, Breymaier aye, Alberini aye.
MOTION PASSED 4-1**

Vote on Motion as Amended

**ROLL CALL: Baryak nay, Waddell aye, Breymaier aye, Alberini aye, Zimmermann aye.
MOTION PASSED 4-1**

ORDINANCE 2020-35: AN ORDINANCE AUTHORIZING A CONTRACT WITH THE DIRECTOR OF FINANCE.

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

Alberini said Ms. Musson has done an outstanding job for the Village of Newton Falls. Newton Falls is a seventeen-million-dollar enterprise, and she has done a great job handling our finances

and investments. She has brought nothing but success to the Village and he believes in rewarding success. In the private sector this position makes \$125,000 a year and he is doing this to do the right thing for our employees.

Baryak said we just approved money to hire another finance person. Mr. Lynch said we have a position on the books being filled by a temp person. Baryak said we got rid of the finance department got rid of a person and he did not see why we could not just Ms. Musson the money and let her do the job. He voted to hire, and three people duly elected should have the right to fire if she is not doing her job. He felt the was being stripped of his power as an elected official. He said all these contracts were bad for the Village.

Waddell said Mr. Baryak terminated the previous City Manager for no reason and he attempted to terminate the Law Director for no reason he is attempting to terminate the current City Manager for no reason, and this is justification to pass these contracts. We want to try to keep good employees here.

Waddell made a motion seconded by Breymaier to amend Section I of Ordinance 2020-35 to an emergency to preserve the public peace health welfare and safety.

Vote on Motion to Amend

**ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Zimmermann aye, Baryak nay.
MOTION PASSED 4-1**

Vote on Motion as Amended

**ROLL CALL: Alberini aye, Zimmermann aye, Baryak nay, Waddell aye, Breymaier aye.
MOTION PASSED 4-1**

ORDINANCE 2020-36: AN ORDINANCE AUTHORIZING A CONTRACT WITH THE CITY CLERK.

Zimmermann made a motion seconded by Breymaier to adopt this Ordinance.

Baryak said he had a breakdown of the salaries and last year with overtime the Clerk made \$58,287.20 we are asking to give her a \$14,312.80 raise at once when we can barely scrape together 1% for our other employees. Baryak asked for a motion that her raise be brought in line with the rest of the raises. Attorney Fritz asked for a specific number. Baryak said he did not know why her contract was for four and a half year.

Baryak made a motion to amend the amount of the contract to \$64,000. No second to the motion was made.

Baryak said like the rest of them he would like the contract stricken that only certain ways that could be fired.

Baryak made a motion that the contract be four years. No second was made to the motion.

Alberini said he thought Kathy King has done an outstanding job for the Village and is a valued employee. Just in records request alone we have probable spent \$20,000. She does add value to the City in things like that and putting these ordinances together. She was also the President of the Ohio Municipal Clerks Association and the reason for the four and a half years as she gets close to the finish line has some sense of security. Kathy has put in a lot of time and has done a great job. She is the focal point of the City.

Zimmermann said he believes we have one of the best Clerks around. She is the glue that holds this City together she is the oil in the machine and keeps everything running smoothly. Without her things would fall apart rather quickly. He wants to reward her for her service and make sure she is here for a few more years.

Waddell stated for the same reasons for longevity, not being terminated.

Waddell made a motion seconded by Alberini to amend Section I of Ordinance 2020-36 to an emergency to preserve the public peace health, welfare and safety.

Vote on Motion to Amend

**ROLL CALL: Zimmermann aye, Baryak nay, Waddell aye, Breymaier aye, Alberini aye.
MOTION PASSED 4-1**

Baryak said this would make a real nice Christmas present for everybody they don't have to wait till the first of the year.

Vote on Motion as Amended

**ROLL CALL: Baryak nay, Waddell aye, Breymaier aye, Alberini aye, Zimmermann aye.
MOTION PASSED 4-1**

ORDINANCE 2020-37: AN ORDINANCE AUTHORIZING A CONTRACT WITH THE CITY MANAGER.

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

Alberini said there is a fallacy about David's contract. When he was brought on board it was under unusual circumstances. Mr. Haney was terminated/let go therefore we got David Lynch. He, councilman Beer and Mayor Waddell did not have a say so in the process at that time. The contract Mr. Lynch has now is the same contract that Mr. Baryak and team put in place. All we are doing is renewing the original contract that Mr. Baryak had given him two and a half years ago. David has done a great job in certain aspects and other things are a little challenging and he supports what has been done. We have had a lot of activity the past several years.

Waddell addressed the questions when it comes to the City Manager's contract, \$90,000, vacation, and sick leave. When Mr. Lynch was hired Mr. Alberini and himself did not see the contract until it was brought to the table. At the table Mr. Alberini, Mr. Beer and himself tried to amend the contract to give him a lower rate, less vacation because he was just starting as a new guy, but Mr. Baryak was intent on giving him everything. The contract is because Mr. Baryak

put the contract where it is not anybody else. Mr. Beer and Mr. Alberini voted against the contract because they could not amend it.

Baryak said when Mr. Haney was terminated Mr. Lynch was given the same contract as Mr. Haney and at the time Mr. Waddell is right, he and Mr. Alberini wanted to cut it down to three years. We said no because Mr. Haney was given five years. Mr. Lynch has three years left on his contract and he did not see what the big hurry is, it takes power away from Council. He didn't know what was going on half the time anyhow because he does not even know when the meetings are. He could not support when he has three years left on his contract. The contract was to generous before now you want to do more. He could not support it.

Zimmermann said we are in the middle of a pandemic and we are pushing ourselves to come out of a pandemic that is the most important part how we come out. How we need to position ourselves well. We have very good people in these positions He believed Mr. Lynch was in the right spot, we are moving forward.

Baryak stated Mr. Zimmermann has only been here two meetings how would he know all of this. We borrowed the money to do First Street and Eagle Point it's ok to borrow ourselves into eternity. He didn't understand how someone could develop such strong views and has not been here long.

Waddell said this is a perfect example right here of a Councilman belittling a new Councilman who may have some good thoughts and ideas and has good vision where this is headed. This is why he is making the motions that he is making. Again to keep good employees, to keep the City straight, to keep moving forward.

Waddell made a motion seconded by Breymaier to amend Section I of Ordinance 2020-37 to an emergency to preserve the public peace health, and safety.

Vote on Motion to Amend

**ROLL CALL: Baryak nay, Waddell aye, Breymaier aye, Alberini aye, Waddell aye.
MOTION PASSED 4-1**

Alberini quoted from the July 3, 2018 minutes when Mr. Baryak said, "he has never been on a council where there is no respect for the majority vote of Council". Also in that same time period "We ought to be glad we are getting the person we are in David Lynch I want to move the town forward and he is the guy to do it."

Baryak said he interviewed the man, I hired the man and understood that. When you talk respect for Council you brought all three of us up on phony charges to keep us from hiring him. Mayor Kline stopped Mr. Baryak and stated none of this matter. What matters is what is good for the community. If it's a good contract it's a good contract it does not matter what someone said months ago. What is relevant is are we paying the right amount, are they correct, is it good for the city.

Vote on Motion as Amended

**ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Zimmermann aye, Baryak nay.
MOTION PASSED 4-1**

NEW BUSINESS:

**ORDINANCE 2020-38: AN ORDINANCE ESTABLISHING A SYSTEM OF
REGULATION OF CHARITIES IN CONFORMANCE WITH OHIO REVISED CODE
CHAPTER 1716.01 THROUGH 1716.99.**

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

Baryak said he thought this was getting into something unenforceable, tying people's hands and hurting people who want to help.

Alberini withdrew his motion seconded by Baryak.

Baryak made a motion seconded by Zimmermann to table the Ordinance indefinitely.

Alberini asked to be excused to deal with a family issue.

**ROLL CALL: Zimmermann aye, Baryak aye, Waddell aye, Breymaier aye.
MOTION PASSED 4-0**

**ORDINANCE 2020-39: 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, 2021.**

Waddell made a motion seconded by Breymaier to adopt this Ordinance.

Baryak said we didn't have a chance to talk to all the Supervisors. Over the weekend he received budget amendments. This does not have to be done till December 31st then we could sit down. He said he would not vote for the budget tonight.

Alberini returned at this time.

Waddell asked Mr. Lynch or Attorney Fritz if this had to be passed by emergency tonight. The last ten years we have passed by emergency. Mr. Lynch said our audit requirements is that we have to have it passed by December 1st. We would have to meet next week for a second reading of this legislation in order to have it in place by January 1.

Waddell made a motion seconded by Breymaier to amend this to an emergency in order to keep this in line and passed on time.

Vote on Motion to Amend

**ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Zimmermann aye, Baryak nay.
MOTION PASSED 4-1**

Baryak asked about the fiber contract and the change in the summary. He did not want to pass something he did not know what he was passing.

Mr. Lynch explained that before we can establish our own fiber system in Newton Falls, we have to have a feasibility study. Mr. Lynch explained the necessity and benefit of a fiber system.

Baryak said also increased was personal services. All the economic development we should stick into Newton Falls to take care of our own people. Alberini said Baryak voted against his own constituents on Medley Avenue.

Vote on Motion as Amended

**ROLL CALL: Breymaier aye, Alberini aye, Zimmermann aye, Baryak nay, Waddell aye.
MOTION PASSED 4-1**

PUBLIC COMMENTS:

Brenda Persino, 226 Oak Knoll apologized to Mr. Alberini and his family who seem to be having a problem with some unwanted phone calls that is not how to conduct business. Ms. Persino commented on the ordinance in reference to charities and did not agree with it. She said charity in this town is very important and tons of children in need. We all need to keep that in mind.

Attorney Al Schrader said there is no stay order preventing his client from taking the position. Council appoints someone until his successor is elected by the voters. She won the election and took the oath of office. He hoped they would recognize their duties as Council to uphold the will of the electors. Attorney Schrader asked why the woman who was elected was forced to participate as a citizen instead of a representative of the ward that elected her. He asked by the next meeting that she be allowed to sit for the position she was elected.

Laura Beth Neiheisel stated at the end it was a tit for tat game. Motions to table were all the sudden emergencies, how do you change your mind that quick. She did not think people were have problems with the contracts it is the grey areas.

Ms. Neiheisel commented on the charities and making it local made more loopholes to go through before helping our community. She asked that this be dismissed.

Jamie Kline, 312 Ridge Road stated she was appalled by this meeting. She did not think anyone understands what they have done to our community and the debt they put the community in. She asked where the money would come from.

Tesa Spletzer she pointed out a couple important pieces of the differences between the original David Lynch contract and the new one. The original said he was a member of the ICMA tonight's say he may be. She asked when he would provide his car report. She stated it was

unfortunate she has been refused to be acknowledged as the duly elected and sworn in Councilwoman.

Christine Johnson-Leon thanked the Mayor and Baryak for having the citizen back and considering not voting on the contracts and giving it more time. She said state employees have gone without raises also police and fire unions since the pandemic and contracts have not been renegotiated. While contracts in Newton Falls got extended prior to the expiration of the contracts.

Tim Stintson stated Mr. Waddell said something about the previous contract for Mr. Lynch he is correct it is pretty much the same contract except he got a raise. There are two members of this council that were against the contract them, but it does not make it a good contract now.

When we started zoom meetings everyone is supposed to be on camera. Mr. Waddell was not on camera and he did not know if that was him.

Mr. Stintson said we have not talked about fiber for a long time and he thought this was a dead issue. If this is good for the City a for profit business would have already done this. This is not a good endeavor.

Mr. Stintson also said to the citizens of Newton Falls about the call Mr. Alberini received is not the way to go about change. We need to come together, step up voice your concerns, speak up, be proactive have a point of view and have a conversation. We don't need the negativity it does not do anything; it does not move us forward.

Ashley Love thanked those that tabled the ordinance on charities.

Brian Kropp said he was floored and disgusted and received no specific answers to direct questions we are all used to that. He felt this was all preplanned and organized long before this meeting and was collusion. He was extremely disappointed in his councilmen.

Chief Fixler reminded everyone about the fundraiser for the Shop with a Cop charity on December 5th at 5:00 p.m.

CLOSING REMARKS; MAYOR, CITY MANAGER AND COUNCIL:

Zimmermann said he was glad we got Ordinance 2020-38 tabled indefinitely. We have good people in town and charities make it great, He did not want to impede this in any way.

Baryak thanked the EMS and citizens concern during a recent incident.

Baryak said tonight he found out we can't give an electric discount but can do a fiber contract for a pie in the sky. The raises should not have been given out now or as much and with the conditions they were given.

Waddell reported that it is still him and he has tried to reconnect three times and cannot get on. He apologized for not being on video but was on the phone. There are a lot of people out there that don't want to hear the facts or look at the facts. We lost a good employee to go to another town. Our employees did not have a raise for six or seven years and right now we are only giving a 1% and it should be more. We need to give contracts because there are people here who would terminate them at the drop of a hat.

Breymaier thanked Lyle Waddell for his service through the years and she has enjoyed working with him. She agreed with the contracts and thought they would stop the threats of them losing their jobs.

Mayor Kline said he looked at things throughout the community and as a council and local government we are so used to the way it has always been. Mayor Kline said he is not on any side but makes decisions on what is good for the community.

Mayor Kline said we need to let the public back in the building.

Mr. Lynch said the remarks the Mayor made are consistent with the remarks Mr. Stintson made on communication, don't rant but engage in dialog. He also believed that the idea of making decisions based on the substance not on personalities is important.

Under councilman Waddell's tenure we have had more roads done, more money in the bank and received the first CAFR and are now moving towards some amazing things. He has laid a great foundation.

Alberini said these were tough decisions to make and apologized for the disruption during the meeting. He took everybody's point of view. We have a great community and a great council.

MOTION TO RECESS INTO EXECUTIVE SESSION: None at this time

ADJOURN:

After no further comments or questions Zimmermann made a motion seconded by Baryak to adjourn at 10:45 p.m.

ROLL CALL: Zimmermann aye, Baryak aye, Waddell aye, Breymaier aye. Alberini aye
MOTION PASSED 5 – 0

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

ORDINANCE 2020-40

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

(Sponsored by: City Manager David Lynch & Ward 3 Councilman Lyle Waddell)

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 _____ 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

JOINT RESOLUTION FOR THE CREATION AND
OPERATION OF THE NF JOINT FIRE DISTRICT
(THIRD AMENDMENT)

DRAFT - NOVEMBER 24, 2020

PREAMBLE

WHEREAS, the Village of Newton Falls, Trumbull County, Ohio, (hereinafter referred to as "the Village") and Newton 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 Newton 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 combined into one district, and have operated as such, since January 1, 1994; and

WHEREAS, the Village and Newton Township first amended the original resolution effective January 1, 2001; and

WHEREAS, the Village and Township desire to amend the resolution passed on the 27th date of July 1993 which formed the NF Joint Fire District, as well as any subsequent amendments to the original Joint Resolution; and

WHEREAS, the Village and Township wish to set forth in this amended 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 originally created by resolution on the 27th day of July 1993;

The original resolution was amended effective January 1, 2001;

Thereafter, amendments to the Joint Resolution were passed or adopted by both the Township and the Village, and the majority of those amendments have been incorporated herein;

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, which includes any property annexed by the Village of Newton Falls.

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, as permitted by R.C. 505.371.

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.

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 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 the resident appointments is attached to the Joint Resolution as Revised 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 Ohio Revised Code, including R.C. 505.371, 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.

Section 4 - Remaining in Office

Any trustee whose term in office expires at the end of a calendar year shall remain in office until his or her successor is appointed by the Village Council or the Board of Trustees, and is sworn in at regard by the law.

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.

Any member of the Board of Trustees may be removed for cause, that being misfeasance, malfeasance, nonfeasance, or any other basis set forth in R.C. Section 733.38. The Board of Fire District Trustees shall initiate the removal proceedings.

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 representatives or the Village of Newton Falls representatives as referenced in Article IV, Section 2. An "employee" is defined, for purposes of this article, does not include any person who has been appointed by the Townships 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; 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, except that annexed property shall automatically be in the District without vote of the District Board;
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, Vice Chairman, and Clerk/Treasurer. 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

DISTRICT ADVISOR

Section 1 - Appointment

The Board may appoint an advisor who shall advise the trustees of any matters of concern involving the NF Joint Fire District. He may assume or perform such non-firefighting, administrative duties as the Board deems necessary. The advisor shall be a resident of the Fire District, and shall serve at the pleasure of the Board of Trustees. The salary of the advisor shall be set by the Board of Trustees.

Section 2 - Duties

The advisor shall coordinate long term planning, including any plans for expansion of the Fire District. The advisor shall attend Board of Trustees meetings, business/training meetings, and any other meetings that may benefit the Fire District. The advisor will make recommendations to the Board of Trustees, and will not have a vote on any matters. The advisor may attend executive meetings of the Board of Trustees, when so invited.

ARTICLE XI

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 XII

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.

Section 2 - Review of Financial Records

Any member of the public or elected or appointed official of the Village or Township shall have the right to review any of the financial records of the District. In addition, either the Village or the Township may cause an audit of the books or financial records of the District to occur. However, should such an audit take place, the requesting party or individual shall be responsible for all costs associated therewith. The District may require that the anticipated costs of the audit be paid in advance.

ARTICLE XIII

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 XIV

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 XV

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 the tax year 2020, and thereafter:

Village annual rate of contribution = \$70,837.00

Township annual rate of contribution = \$55,365.00.

The funding by the Village and Township shall be made in semiannual payments. The payments by the Village shall be 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, including the Fire District, 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.

If the Village or Township receive revenue from special tax levies for the purposes of providing fire protection to the residents of the respective political subdivisions, and if any money is left in the fire levy fund as of December 15th of each year, then any remaining funds shall be paid to the Fire District by December 31.

If the voters of the Fire District pass a new operating or fire tax levy (see R.C. 5705.19(A) or (I)) that was placed on the ballot by the District Board of Trustees with the express purpose

of replacing the annual financial contributions of the Village and Township set forth above, then the Village and the Township shall cease making their annual financial contributions in the year the tax levy revenue is first collected by the Trumbull County Auditor.

ARTICLE XVI

USE OF BUILDINGS AND PROPERTY

Section 1 - Village Property

The Villge agrees to permit the Fire District to occupy the part in the municipal building located at 19 North Canal Street previously and currently being used to house vehicles and emergency equipment for fire purposes at no charge to the Fire District. This property will generally be described as the north half of the first floor, two apparatus bays and an office/meeting room. The use of this space shall be at no charge to the Fire District.

Section 2 - Fire District Property

~~Newton Township agrees to permit the Fire District to occupy the Township garage located on East Broad Street, and to continue to utilize the part of the building now utilized for fire purposes without any cost to the Fire District.~~ 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 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,~~ The Village shall pay the utility expenses for its building located at 19 North Canal Street, Newton Falls, Ohio.

The District shall pay the utility expenses for the building located at 45 East Broad Street, Newton Falls, Ohio.

With respect to any other non-owned building occupied or utilized by the District by oral or written lease, the parties shall negotiate which party is responsible for the payment of utility expenses. The terms and conditions of any leasehold interest (and any responsibilities or conditions attached thereto) should be reduced to a written agreement between the parties.

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

The agreements to lease or use space as set forth in the preceding sections may be reduced to writing, in separate documents, between the parties.

ARTICLE XVII

INSURANCE

Section 1 - Insurance Coverage (Liability)

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, libel, 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 NF Fire District.

Section 2 - Insurance Coverage (Apparatus and Equipment)

The NF Joint Fire District shall purchase and maintain a policy or policies of insurance to guard against loss of its

apparatus or equipment. The amounts of said insurance shall be set by the Board of District Trustees in an amount it deems appropriate.

Section 3 - Insurance Coverage (Building)

The Village and District shall provide replacement cost coverage on each building that it owns. The Fire District shall be listed as a loss payee on the Village's building. In the event of loss or damage to the structure, the fire station shall be rebuilt or repaired on the same location where the current fire station exists, unless this requirement is altered or amended in a written agreement between the Fire District Board of Trustees and the Village.

ARTICLE XVIII

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 XIX

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, occurring on or after January 1, 2008, 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.

Section 4 - Disposition of Property or Equipment Upon Withdrawal or Dissolution

The Fire District, having been created by the joinder of separate fire departments, agrees that in the event of any future

dissolution or withdrawal, the property or equipment of the District shall be divided as follows:

- A. Any original equipment given or contributed to the Fire District shall be returned to the original party (Village and Townships or other new member).
- B. Once all original contributed equipment is returned to its original owners, all monies paid by the parties to the District shall be calculated, and an auction will be held between the parties in which each party will be given dollar credit for the amount of its calculated contributions.
- C. Once a party uses all of its credit in the auction between the parties, it will be allowed to purchase equipment in the auction using cash from its (Village's or Township's) own funds. These funds may include any funds from loans obtained from other sources.
- D. Any equipment or property not purchased at the auction between the parties shall then be sold at a public auction, which will be conducted in accordance with the provisions of the Ohio Revised Code. Money received from the auction shall be divided by percentages, such percentage being based upon the contribution of funds to the District by the parties during the previous two calendar years.

ARTICLE XX

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 assignment of personnel.

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~~ fix their compensation.

No employee of the Village or Township shall be paid for their time in response to a call or other District obligation while receiving payroll money from either the Village or Township. (The employee cannot be "on-the-clock" for two political entities at the same time.)

ARTICLE XXI

DISPATCHING

The Village and/or Townships may enter into an agreement with the Fire District for providing dispatch service for fire, rescue, emergency medical, hazardous materials, or any other call to which the District provides a response of its apparatus,

manpower, or resources. Any agreement shall be reduced to writing.

ARTICLE XXII

EFFECTIVE DATE

Section 1 - Effective Date

The effective date of this Amended Resolution, and 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, 200~~8~~21.

ARTICLE XXIII

AMENDMENTS

Section 1 - Amendments to Rules and Regulations

This Joint Resolution may be amended at any meeting of the Board of Trustees called for that purpose by the 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 this Joint Resolution for the Creation and Operation of the NF Joint Fire District (Second Amendment) on the _____ day of _____, _____.

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 this Joint Resolution for the Creation and Operation of the NF Joint Fire District (Second Amendment) on the _____ day of _____, _____.

VILLAGE OF NEWTON FALLS

Mayor

Clerk

Law Director

IN WITNESS WHEREOF, the Township of Newton has hereunto adopted this Joint Resolution for the Creation and Operation of the NF Joint Fire District (Second Amendment) on the _____ day of _____, _____.

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~~**

~~2008, 2011, 2014, 2017, 2020, 2023, 2026, 2029~~

- ~~A. — Newton Township (Trustee — new three year term).~~
- ~~B. — Village (Council member — last year of term).~~
- ~~C. — Newton Township (Resident — last year of term).~~
- ~~D. — Village (Resident — 2nd year of term).~~
- ~~E. — Board Appointment (1 year term).~~

~~2009, 2112, 2115, 2118, 2021, 2024, 2027, 2030~~

- ~~A. — Newton Township (Trustee — 2nd year of term).~~
- ~~B. — Village (Council member — new three year term).~~
- ~~C. — Newton Township (Resident — new three year term).~~
- ~~D. — Village (Resident — last year of term).~~
- ~~E. — Board Appointment (1 year term).~~

~~2010, 2013, 2016, 2019, 2022, 2025, 2028, 2021~~

- ~~A. — Newton Township (Trustee — last year of term).~~
- ~~B. — Village (Council member — 2nd year of term).~~
- ~~C. — Newton Township (Resident — 2nd year of term).~~
- ~~D. — Village (Resident — new three year term).~~
- ~~E. — Board Appointment (1 year term).~~

RESOLUTION 36-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR THE PURCHASE OF CHEMICALS FOR THE CITY OF NEWTON FALLS FOR THE YEAR 2021.

(Sponsored by The City Manager)

WHEREAS, It is necessary to contract for chemicals to be used in the Water and Water Pollution Control Plants; and

WHEREAS, Proper legal advertising has been affected and a bid opening was conducted on Wednesday, December 2, 2020, at 11:00 a.m.; and

WHEREAS, The bids received have been reviewed by the Water Plant Supervisor and it has been determined that the entities listed below are the lowest/best bids received; and

WHEREAS, City Council will appropriate funds for the purchase of these chemicals in the 2021 budget ordinance.

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

SECTION I: The City Manager is hereby authorized to enter into contracts with the following companies who are herewith declared to be the lowest/best bids received for the purchase of chemicals for the City of Newton Falls, Water Plant for the year 2021.

Sal Chemicals, Weirton WVa

Hydro Fluosilic Acid	\$ 28.20 cwt
Caustic Soda	\$ 14.85/cwt

Bonded Chemicals,

KMNO-4	\$ 1.72/lb
Carbon Watercarb 800	\$ 92.80/cwt coal powdered
	\$ 72.50/cwt – wood

Aquamark, Newbury OH

AQ 722 ACH	\$.37 lb. wet delivered
------------	--------------------------

JCI Jones, Sarasota FL

Chlorine	\$ 48.00/cwt
----------	--------------

Terms and conditions of the agreements shall be in conformity with the sealed bids submitted to the City of Newton Falls.

PASSED IN COUNCIL THIS _____ DAY OF DECEMBER 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

CITY OF NEWTON FALLS
CHEMICALS FOR 2021

COMPANY	CHECK/ BID BOND	CAUSTIC SODA	CHLORINE	HYDRO FLUOSILIC ACID 25%	CARBON	KMNO-4	AQ 722 ACH
UNIVAR	X	\$23.50/cwt		\$41.50/cwt	\$116.50/cwt coal	\$197.50/cwt	
SHANNON	X			\$35.17/cwt		\$1.89/55.112lb	
SAL	X	\$14.85/cwt		\$28.20/cwt	\$105.00/cwt coal	\$1.81/55.112lb	
BARBERS	X	\$24.85/cwt	\$65.00/cwt			\$289.00/cwt	
JCI	X	\$16.22/cwt	\$48.00/cwt				
BONDED	X	\$15.60/cwt	\$54.00/cwt		\$92.80/ctw coal \$72.50/cwt wood	\$1.72/lb	
USALCO	No Bid						
AQUAMARK							\$0.371/lb

Bid Opening: Wednesday, December 2, 2020

11:00 a.m.

Present for Opening: Jeff Hawkins - Water Plant Superintendent

Kathleen King - City Clerk

RESOLUTION 37-2020

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER
INTO AN ANNEXATION AGREEMENT WITH NEWTON TOWNSHIP.**

(Sponsored by City Manager David Lynch)

WHEREAS, the City of Newton Falls has been approached by the owners of approximately 0.2619 acres of property in unincorporated Newton Township in Trumbull County, Ohio requesting that their property be annexed to the City; and

WHEREAS, that property is contiguous to the City of Newton Falls, meets the conditions for annexation under Ohio statutes and the City and owners desire to annex the property for its development in the City; and

WHEREAS, the City and the Township desire to enter into an Annexation Agreement, as provided in Ohio Revised Code Section 709.192 relating to the territory sought to be annexed and to permit the property to be annexed utilizing the Expedited Type-1 process for annexation provided for in R.C. 709.022; and

WHEREAS, the property owners have requested and the Township and City have agreed to annex a portion of property in the unincorporated Township to the City provided that 100% of the property owners required to consent to annexation agree to annex and execute an annexation petition; and

WHEREAS, this agreement should be entered into at the earliest possible time in order to expedite the annexation of the property with the consent of all parties and to provide for and permit the prompt provision of municipal services to the annexed territory.

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

SECTION I: The City Manager is hereby authorized to enter into the Annexation Agreement attached hereto as Exhibit 1, or in the format substantially similar to attached Exhibit 1 with such changes that are not inconsistent with the intent of the Agreement and this Ordinance and not adverse or detrimental to the City.

PASSED IN COUNCIL THIS _____ DAY OF DECEMBER, 2020.

Mayor Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is entered into by and between the City of Newton Falls, Ohio, an Ohio municipal corporation (hereafter "City" or "Newton Falls") and the Board of Trustees of Newton Township, Trumbull County, Ohio, an Ohio township (hereafter "Township" or "Newton"), pursuant to Ohio Revised Code Section 709.192 and is effective on the date last executed below.

WHEREAS, Janet Stewart ("Owner Stewart") is the owner of a parcel of real property containing approximately 2.889± acres in unincorporated Newton Township located adjacent to and west of State Route 534 (Milton Blvd.) in Newton Township, Ohio, described in Instrument No. 201803090004269 as recorded in the Recorder's Office, Trumbull County, Ohio and depicted on Exhibit B attached hereto; and

WHEREAS, Lyle A. Waddell and Marilyn F. Waddell (collectively "Owner Waddell") are the owners of real property containing approximately 0.7717± acres in unincorporated Newton Township located north of Eastwood Avenue SW and west of State Route 534 (Milton Blvd.) and contiguous to the City of Newton Falls, described in Instrument No. 201011100021071 as recorded in the Recorder's Office, Trumbull County, Ohio and depicted on Exhibit B attached hereto; and

WHEREAS, the Owners collectively own 100% of the territory sought to be annexed and desire to annex that property into the City, which property would be eligible to be annexed under several of the procedures available under Ohio law; and

WHEREAS, the City desires to have the property annexed as requested by the Owners and the City and Township desire to enter into an Annexation Agreement to permit the property to be annexed with the consent of all parties pursuant to the provisions of Ohio Revised Code Sections 709.021 and 709.022, commonly referred to as the Type 1 method of annexation; and

WHEREAS, the City and the Township have determined that it is in the best interest of their respective residents, citizens, and taxpayers to enter into this Agreement upon the terms hereinafter set forth; and

WHEREAS, this Agreement has been approved by the Board of Trustees of Newton Township by Resolution No. _____, adopted on _____, 2020, and by the Council of the City of Newton Falls by Ordinance No. _____, adopted on _____, 2020.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Council of the City of Newton Falls, on behalf of the City, and the Board of Trustees of Newton Township, on behalf of the Township, agree as follows:

1. Agreement and Purpose. This Agreement is entered into pursuant to Ohio Revised Code Section 709.192 to permit the annexation of the property of Owner Stewart and Owner Waddell identified above and described in Exhibit A and shown on Exhibit B attached hereto (collectively the "Property") to the City of Newton Falls with the consent of all parties pursuant to the provisions of Ohio Revised Code Sections 709.021 and 709.022 (an 'Expedited Type 1' annexation). The Property is contiguous to the City. Newton Township hereby specifically consents to, agrees with, does not and will not oppose the annexation of the Property to Newton Falls. The parties intend by this Agreement to exercise all of the powers granted to Newton Falls and Newton Township by the Constitution and statutes and laws of the State of Ohio to the full extent permitted by law.

2. Territory Subject to Agreement. The Property that is subject to this Agreement is shown as the 'Proposed Territory to be Annexed' on the annexation map attached as Exhibit hereto, being approximately 0.2619± acres located north of Eastwood Avenue SW and west of State Route 534 (Milton Blvd.) as described in Exhibit A. Minor modifications may be made to the Property annexation map and legal descriptions attached as Exhibits in the annexation process for each property as necessary in order to correct a discrepancy or mistake found by the county engineer or others in their examination of the description and map provided that no such modifications materially change the Property subject to this Agreement.

3. Annexation. The agent for the annexation petitioners shall process the annexation for the Property under an annexation petition which shall be filed pursuant to, and in compliance with, the provisions of the "Expedited Type 1" annexation procedure as contained in Ohio Revised Code Sections 709.021 and 709.022, as such provisions exist on the effective date of this Agreement. The City and Township shall individually or jointly provide the agent for the annexation petitioners with a certified copy of this Agreement for filing with an annexation petition with the Trumbull County Board of County Commissioners pursuant to R.C. 709.022. The City and Township shall also each provide the annexation petitioners' agent with a certified copy of their legislation referred to in the preamble hereto approving this Agreement. The parties acknowledge and agree that all of the Owners of the Property identified for annexation who are required to sign a petition for annexation and collectively own 100% of the territory sought to be annexed, have communicated to the City their desire to annex their property into the City.

4. Annexation Proceedings. Upon the filing of an annexation petition, the petition shall be diligently processed to accomplish the annexation of the Property to the City of Newton Falls pursuant to this Agreement and law. The Township will cooperate, if requested, to assure the petition is diligently processed to accomplish the annexation of the Property to the City. Following approval of the annexation by the Trumbull County Board of County Commissioners and the receipt of the record of the annexation proceedings by the City clerk from the clerk of the Trumbull County Board of County Commissioners, the City shall timely accept the annexation and process it according to law.

5. Provision of Public Services. The City shall either provide or make all City public services available to the territory annexed immediately after the annexation becomes effective. Those City services shall specifically include police services, which services shall not be provided by the Township following annexation. The Township shall not provide any public services to any territory that is annexed to the City after the effective date of the annexation, except as otherwise agreed to in writing by the parties.

6. Zoning. The Township and City acknowledge that, by operation of law (R.C. 519.18), any Township zoning regulations in effect at the time of annexation remain in force until the legislative authority of the City either officially adopts the existing Township zoning regulations or new regulations for the Property. The City shall take all necessary steps to immediately rezone the property in the City of Newton Falls.

7. Tax Levies. Nothing in this Agreement shall be interpreted as the sharing of any tax levy by and between the Township and City or the guarantee of a levy or its payment.

8. Support of Agreement. The City represents that nothing in this Agreement is in derogation of the provisions of the City's municipal charter. The parties further agree that this Agreement is not and is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution or by any other provisions of the Ohio Constitution, or the powers of municipalities and townships authorized by the Ohio Revised Code. In the event that any other persons or parties in a court of law challenge this Agreement, or any of its terms, conditions, or provisions, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Agreement with the objective of upholding this Agreement.

9. Signing Other Documents. The parties hereto agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions in order to effectuate the purpose of this Agreement.

10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective successors, subject, however, to the specific provisions hereof. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a party to this Agreement.

11. Severability. In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this Agreement, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein.

12. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or section hereof.

13. Entire Agreement. This written Agreement constitutes the entire agreement between the parties and may only be amended, revised, or altered pursuant to an amendment in writing, executed by the parties and properly promulgated and approved in accordance with their respective legislative authority.

14. Operative Law. This Agreement shall be governed by the laws of the State of Ohio now in effect and as they may be amended.

IN TESTIMONY WHEREOF, the parties have caused multiple counterparts of this Agreement to be duly executed and dated and shall be effective upon on the date last written below.

[SIGNATURES ON FOLLOWING PAGE]

NEWTON TOWNSHIP BOARD OF TRUSTEES

By: _____

Date: _____

Authorized and approved by Newton
Township Board of Trustees Resolution No.

CITY OF NEWTON FALLS, OHIO

By: _____
David M. Lynch, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
A. Joseph Fritz, Law Director

Date: _____

Authorized and approved by City of Newton
Falls Ordinance No. _____

PEARSON SURVEYING, LLC

(330) 296-9200 OFFICE OFFICE@PEARSONSURVEYING.COM

ANNEXATION PARCEL
PROPERTY DESCRIPTION
0.2619 ACRE TRACT

Situated in the Township of Newton, County of Trumbull, and the State of Ohio, being part of Lot 9 in said Township, and being part of the tract of land transferred to Janet E. Stewart as recorded in Instrument #201803090004269 – Parcel 2, and part of the tract of land transferred to Lyle A. & Marilyn F. Waddell (Inst. #201011100021071 – Parcel 3), and further described as follows to wit:

Beginning at a pk nail set at the southeast corner of Lot 8 in the McCullagh's Riverview Plat (Plat Book 12, Page 88), which is on the centerline of State Route 534 – Milton Blvd – r/w varies, thence **South 26°40'45" East**, along the centerline of St. Rt 534, a distance of **182.09** feet to an angle point, thence **South 24°10'39" East**, along the centerline of St. Rt 534, a distance of **321.27** feet to an angle point, thence **South 10°25'45" East**, along the centerline of St. Rt 534, a distance of **512.53** feet to a point, thence **South 79°22'37" West**, across to west right of way line of St. Rt. 534, a distance of **40.10** feet to a capped rebar set, thence **South 10°25'45" East**, along the west right of way line of St. Rt 534, a distance of **150.01** feet to a capped rebar set, thence **South 79°20'21" West**, along the north line of a tract of land now or formerly owned by Lyle A. & Marilyn F. Waddell (Inst. #201011100021071 – Parcel 3), a distance of **469.55** feet to a capped rebar set, which is the True Place of Beginning for the property herein described;

1. Thence **South 00°51'14" East**, through the land of the grantor, a distance of **26.31** feet to a capped rebar set;
2. Thence **South 89°14'42" West**, along the north line of the City of Newton Falls and the north line of a tract of land now or formerly owned by Lyle A. & Marilyn F. Waddell (Inst. #201011100021071 – Parcel 2), and along the north line of Newton Township and a tract of land now or formerly owned by Joseph & Cynthia Chick (Inst. #200906290012801), (and passing over a capped rebar set at a distance of **291.97** feet), a total distance of **361.97** feet to a point in the center of the Mahoning River;
3. Thence **North 27°42'47" East**, along the center of the Mahoning River, a distance of **20.00** feet to a point;
4. Thence **North 84°31'25" East**, through the land of the grantor, (and passing over a capped rebar set at a distance of **70.00** feet), a total distance of **353.56** feet to a capped rebar set;
5. Thence **South 00°51'14" East**, through the land of the grantor, a distance of **20.38** feet to the True Place of Beginning of the herein described parcel.

0.2619 acre parcel – page 2

Containing **0.2619** acres of land, based on a field survey by Beth A. Pearson, P.S. #8430 in September of 2020.

The basis of bearing is Grid North, Ohio State Plane Coordinate System, North Zone, NAD83.

Subject to all legal highways and any easements or restrictions of record.

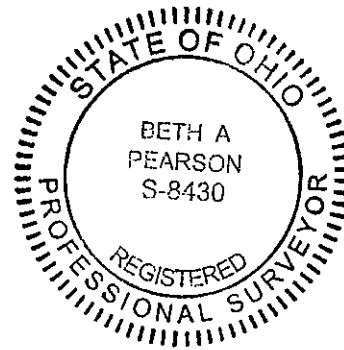
Capped rebars set are 5/8" x 30" with "Pearson PS-8430.

Beth A. Pearson

09/18/2020

Beth A. Pearson, PS
Registered Surveyor #8430

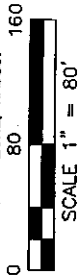
C:\2020\VP200126 - Annexation Parcel



PROPOSED ANNEXATION OF 0.2619 ACRES FROM NEWTON TOWNSHIP TO THE CITY OF NEWTON FALLS

BEING PART OF LOT 9 IN THE TOWNSHIP OF NEWTON,
COUNTY OF TRUMBULL, STATE OF OHIO
SEPTEMBER 2020

THE BASIS OF BEARING IS GRID NORTH,
OHIO STATE PLANE COORDINATE SYSTEM,
NORTH ZONE, NAD83.



LEGEND

These standard symbols will be found in the drawing.

- ⊙ 5/8" x 30" CAPPED REBAR SET
- ⊙ 1/2" IRON PIPE FOUND
- ⊙ 1" IRON PIPE FOUND
- 5/8" IRON ROD FOUND
- ◆ 1/2" IRON ROD FOUND
- ▲ PK NAIL SET

- ▨ CONTIGUOUS BORDER WITH CITY OF NEWTON FALLS
- ▨ PROPOSED TERRITORY TO BE ANNEXED

REFERENCES

DEEDS AND PLATS AS NOTED
H.S. MCGIBBEN SURVEY - NOV. 1931
STATE OF OHIO - CENTERLINE PLAT
TRU-534-(0.76-3.87) 1967

CONTIGUITY NOTE

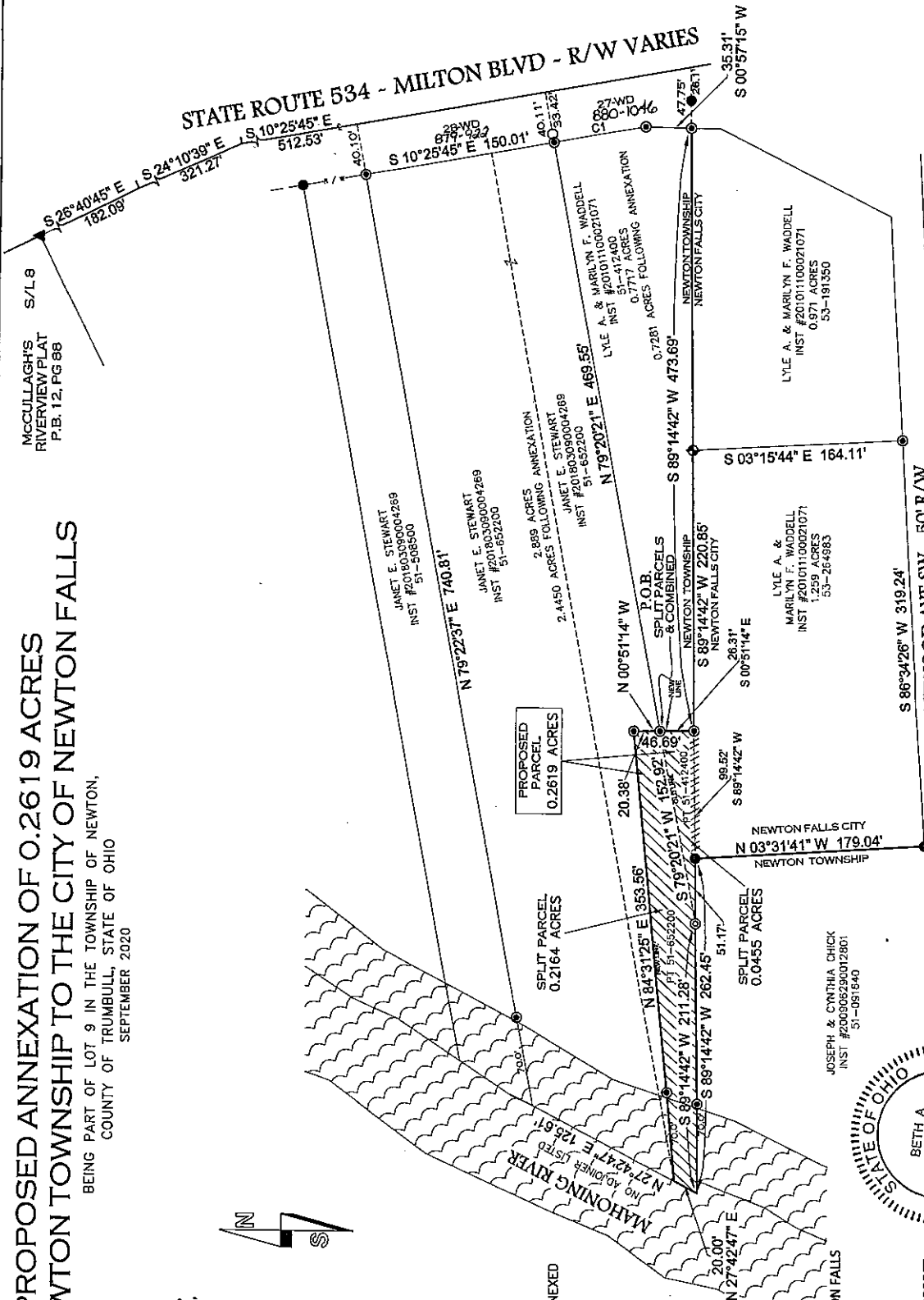
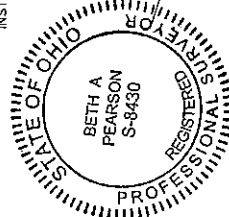
TOTAL PERIMETER OF THE ANNEXATION TERRITORY IS 782.22 FEET.
THE CONTIGUOUS BOUNDARY WITH NEWTON FALLS IS 99.52 FEET GIVING 12.72 % CONTIGUITY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THIS DRAWING TO BE A CORRECT DELINEATION OF AN ACTUAL FIELD SURVEY MADE BY ME ACCORDING TO CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE, AND ALL MONUMENTATION HAS BEEN FOUND OR SET AS SHOWN HEREON.

Beth A. Pearson 9/18/20
DATE

BETH A. PEARSON P.S. #8430



PEARSON SURVEYING, LLC
3966 HOMMON ROAD, RAVENNA, OHIO 44266
OFFICE (330) 296-9200
OFFICE@PEARSONSURVEYING.COM

P200126

CURVE ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	72.83'	122.33°	S 10°25'45\"	E 172.82'