

NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

6:00 P.M.

612 West Broad Street

CITY COUNCIL MEMBERS

Michael Serotko, Ward 1
John Baryak, Ward 2
Tesa Spletzer, Ward 3
Christopher Granchie, Ward 4
Julie Stimpert, At-Large

MAYOR

Kenneth A. Kline

CITY MANAGER

Interim Pamela Priddy

LAW DIRECTOR

Interim Alfred Schrader

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

Connie Talcott - Heritage Accord

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

Jim Luonuansuu

6. Reports

Mayor
Council Members
Finance Director
Law Director
City Manager

Changes to tonight's agenda

7. Approval of Previous Minutes

November 15, 2021 - Caucus

November 15, 2021 - Regular Meeting

December 2, 2021 - Special Meeting

December 6, 2021 - Special Meeting - Public Hearing

December 6, 2021 - Regular Meeting

8. Public Hearings: No public hearings 12/15/2021

1. Ord. 2021-22: An Ordinance requiring the registration of contractors operating within the City of Newton Falls. (1/5/2022)
2. Ord. 2021-30: An Ordinance approving the recodification, editing, and inclusion of certain ordinances as parts of the various component codes of the codified ordinances on Newton Falls, Ohio. (1/5/2022)
3. Ord. 2021-31: An Ordinance appointing Sean Housley as part-time Finance Director and authorizing pay and terms of employment. (1/5/2022)

9. Unfinished Business:

1. Ord. 2021-22: An Ordinance requiring the registration of contractors operating within the City of Newton Falls. (Second reading 1/5/2022)
2. Ord. 2021-28: An Amended Ordinance amending to require the approval of Council for contract expenditures over \$25,000. (TABLED until 12/15/2021)
3. Ord. 2021-30: An Ordinance approving the recodification, editing, and inclusion of certain ordinances as parts of the various component codes of the codified ordinances on Newton Falls, Ohio. (Second reading 1/5/2022)
4. Ord. 2021-31: An Ordinance appointing Sean Housley as part-time Finance Director and authorizing pay and terms of employment. (Second reading 1/5/2022)
5. Ord. 2021-19: An Ordinance Establishing an annual Cost of Living Adjustment for all Hourly City Employees. (TABLED Until 1/5/2022)
6. Ord. 2021-23: An Ordinance establishing sidewalk districts and assessment procedures within the City of Newton Falls. (TABLED 1/5/2022) (stands on first reading)

10. New Business:

1. Ord. 2021-32: An Ordinance approving a contract for Interim Law Director.
2. Ord. 2021-33: An Ordinance advancing the sum of \$116,000.00 from the General Fund (100) to the permissive auto fund (203), and declaring an emergency.
3. Ord. 2021-34: An Ordinance advancing the sum of \$52,000 from the Sewer Reserve Fund (520) to the Sewer Fund (502) to provide the resources for repairs to a Water Clarifier Unit, and declaring an emergency.
4. Ord. 2021-35: An Ordinance transferring the sum of \$65,000 from the General Fund to the Street CMR Fund (201) totaling \$40,000 and Capital Improvement fund (400) totaling \$25,000, and declaring an emergency.
5. Ord. 2021-36: 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, and authorizing the Finance Director to amend and file a certificate of resources to the County Auditor, and declaring an emergency.
6. Ord. 2021-37: 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, 2022, and authorizing the Finance Director to amend and file a certificate of resources to the County Auditor, and declaring an emergency.
7. Res. 39-2021: A Resolution authorizing the City Manager to enter into and execute various contracts with Pan American for employee health care benefit needs.
8. Res. 40-2021: A Resolution authorizing the City Manager to enter into an agreement for purchase and installation of a W24P Drive Unit Replacement for 50" Dia. BSC-D Clarifier for the Wastewater Treatment Plant.
9. Res. 41-2021: A Resolution approving a contract for Interim Law Director.
10. Res. 42-2021: A Resolution requesting Brian Axiotis to resign from the Planning & Zoning Commission.

11. Res. 43-2021: A Resolution authorizing the Finance Director to change the name of specific City funds.
12. Motion to establish Council Committees through December 31, 2022. (Spletzer)
13. Motion to appoint Vice-President of Council for 2022. (Spletzer)
14. Motion to accept the City Manager's recommendations for the smart meters. (Spletzer)
15. Motion to appoint the following beginning January 1, 2022: (Mayor Kline)
 Paul King to Planning & Zoning for a 5-year term.
 Laura Neiheisel to Park & Recreation for a 3-year term.
16. Motion to authorize the Electric Department to remove the smart meter from the house located at 312 Ridge Road and pay the \$205.00 cost for the replacement. (Spletzer)

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 – Contract Negotiations
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

Council may or may not take action following the executive session.

14. Adjourn:

Newton Falls City Council met in Special session on Monday, November 15, 2021, at 5:00 p.m. in Council Chambers. Mayor Kline called the meeting to order followed by the Pledge of Allegiance and opening prayer.

ALSO PRESENT:

Pamela S. Priddy, Interim City Manager; Alfred Schrader, Interim Law Director; Julie Smeiles, Acting Clerk.

ROLL CALL:

Zimmermann, Spletzer, Granchie, Baryak (At-Large vacant)

ABSENT:

PUBLIC COMMENTS:

UNFINISHED/NEW BUSINESS:

Ordinance 2021-23: An ordinance establishing sidewalk districts and assessment procedure within the City of Newton Falls.

Council discussed their concerns with the proposed program. The concerns were that everyone would have to get a sidewalk in the last phase. They felt the exhibit needed a lot of work and questioned if ten days meant ten business days or calendar days.

Stimpert suggested they approve phase one only. They could work on the rest at a later date. Attorney Schrader said he needed to have a meeting with Mr. Stimpert to clean up this legislation and rewrite the exhibit.

Council briefly discussed the proposed phase two which was the “fill in” portion of the sidewalk program. They also discussed how much money the City would have to allocate for the program.

Ms. Priddy noted we do not want to be in the sidewalk business, so the \$250.00 fee encourages people to pay their portion on time.

Baryak suggested we wait until the two new members of Council are seated to finalize this program.

Ordinance 2021-22: An ordinance requiring the registration of contractors operating within the City of Newton Falls.

Stimpert noted that several of the changes discussed were made that were discussed at the last meeting.

Council discussed a surety bond and insurance requirements. The suggestion was a \$20,000 surety bond and liability insurance in the amount of not less than \$100,000.

Granchie expressed concern that we were making it difficult for small businesses. He also suggested charging a smaller fee for registration if the business was located in Newton Falls.

Baryak said this was looking to level the playing field. The homeowner is still responsible for getting the best price.

MOTION TO RECESS INTO EXECUTIVE SESSION:

PUBLIC COMMENTS:

ADJOURN:

After no further comments or questions Baryak made a motion seconded by Spletzer adjourn at 5:47 p.m.

**ROLL CALL: Granchie aye, Baryak aye, Zimmermann aye, Spletzer aye.
MOTION PASSED 4-0**

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

Newton Falls City Council met in Regular session on Monday, November 15, 2021, at 6:00 p.m. in Council Chambers. Mayor Kline called the meeting to order followed by the Pledge of Allegiance and prayer.

ALSO PRESENT:

Interim Law Director, Alfred Schrader, Interim City Manager, Pam Priddy, Acting Clerk, Julie Smeiles.

ROLL CALL:

Zimmermann, Spletzer, Baryak, Granchie (At-large Vacant)

ABSENT: None

SPECIAL PRESENTATIONS BY STAFF MEMBERS OR INVITED CONSULTANTS:

None

PUBLIC COMMENTS:

Julie Lemon, 2750 East River Road, discussed Ordinance 2021-28 and understood the ordinance but suggested Council consider amending the ordinance to \$25,000. On March 13, former City Manager hired J. Glista for flooring. She learned that the tile and carpeting were separate invoices. The flooring should have been on one invoice and one price. She did not believe Interim City Manager, Ms. Priddy would try to circumvent the City, but we should learn from the past and protect the City. Ms. Lemon referenced the Codified Ordinance from Bryan, Ohio that addressed splitting contracts to avoid bidding.

Ms. Lemon also discussed Ordinance 2021-29 and was extremely pleased to see these brought to the floor and was in total agreement with Mr. Schrader and what he said about the ordinances. Her research was from a legislative law firm in Cincinnati who also shares the same opinion in reference to emergency clauses. Her research also showed that the average salary for a City Clerk in Ohio was between \$41,754 and \$51,459 per year. Our City Clerk was making more than that with overtime and now for the past twelve months a very comfortable contract. The Police Chief was an hourly employee before his contract. The average Chief salary in the Cincinnati area was about \$72,574. That is a big difference in the population from our community. She asked who is liable for the funds that have been paid out for these illegal contracts and asked if the City is able to regain the funds from those who benefited from the illegal contracts. She felt the contracts should have never happened. She believed they were nothing more than the former City Manager and Law Director's way of buying loyalty and silence when it came to their devious ways of dereliction of duty to be protected from coming to light. She felt Mr. Zimmermann should be ashamed of himself for voting for the contracts.

Jamie Kline, 312 Ridge Road discussed the smart meters. She stated on October 18th they were forced on her home when she and her husband were both working. Ms. Kline explained that she did not have electric to the garage. She found that they put a meter on her garage and one in the

house. She called the Mayor and the Police Department to do something with two meters that were put on that should never have been put on. They trespassed through her fenced in area to put the meters on. Mr. George, Electric Department showed up and two officers. Mr. George removed the meter from the garage and checked the other one. Once she got into her house, she noticed her refrigerator was not working. She felt everyone was “passing the buck” and asked who she should give her bill to for the refrigerator.

Ms. Kline said she does not want the meters nor do a lot of people. She suggested we do away with the program and sell the meters.

Jim Luonuansuu, 10 East Liberty Street, also discussed the meter program. He presented his utility bill and asked where the bill shows how much he is paying for his electric and water meter each month. The Utility office stated the amounts were \$7.50 for the electric meter and \$18.17 for the water meter and those numbers were figured into the electric and water rates. Everything else on the bill is a line item. His service charge to Dominion covers the cost of a new meter or for them to make a service call, same with the service fee to Spectrum. Why would that not be consistent with the City of Newton Falls. Over the time he has lived in his house that is over \$7,700 he has paid in service charges to the City. He stated if he opted in or out the meter fees should cost him nothing, because we have already been paying the fee. The other problem with the meters is there is the possibility if we get another wrong City Manager, when Amp starts charging us more during peak operating hours, the City Manager could program the meters to charge us more. How would you know? Mr. Luonuansuu said he knows of numerous damages to homes that has occurred with the meters being replaced. Now citizens are getting letters that say if you don't schedule to get your meter replaced your services will be shut off. In 2020 when this was first passed a referendum was taken out and Council was not happy about that, so they passed a new ordinance with a customer service number by an emergency. He felt the Ordinance 2020-26 may not be valid.

Richard Kerlin, 611 North Canal Street, felt Council has been doing an admirable job and they have the opportunity to make corrections to the many mistakes made by the previous administration. One thing they could take care of was in regard to contractor registration and he suggested the City of Warren building administrator come in and speak.

Mr. Kerlin also spoke on Ordinance 2021-29 and complimented Council on that. It is the one-year anniversary. He felt it was almost criminal the way it was passed. They never said what the emergency was.

In reference to the smart meters, these subcontractors going into the houses have no bond and no insurance.

He also commented on the motion to sell the transmission lines. The one thing we have is our electric.

Laura Neiheisel, North Center Street, commented on the motion to appoint Ms. Stimpert to the vacant seat. She read a section stating that the newly elected official once certified can do a short term to fill a vacant position. Both seats currently unoccupied should be filled by the

December 6th meeting. Even though the motion is a great idea they should both be appointed to fill the vacant seats.

Brian Axiotis, 315 Adams Street, asked about contractor registration. He asked if this would protect against a contractor stealing or not fulfilling a contract in town. If not, if it is just paying a fee then there is no point in the legislation.

He also saw that there was something on the agenda in reference to the Planning & Zoning board. He stated he is on the board, and they do not try to get involved in politics but this felt like Council was trying to inject themselves in what the Planning & Zoning board does.

Mr. Axiotis has heard this Council say they want to go in a different direction. We wanted to go in a different direction with Mr. Haney, so we got rid of him. That different direction was Mr. Lynch, and we were told how fine of an individual he was, till he wasn't. Then we got rid of him. Now we are back to what he calls nepotism. We keep putting people in place that we know. He stated Council can do better as a council and there are plenty of qualified people out there who can fill the jobs. We need to stay away from people who have relationships with Council members, people who are friends with others because that has not gotten us anywhere. Let's get qualified individuals in here to do their jobs. And let's make change.

Ana Eby, 50 West 9th Street, asked if they were putting meters on homes again and who was going around with a clip board writing things down.

Bill George, Electric Superintendent, talked about AMI. He said a lot of stuff said tonight was not true but some was. One comment made was that he was yelling at a customer. He said that was not true and would not be true.

In reference to transmission lines, he hoped they did not pass that. He understood the voters passed but felt they were tricked into it. The reduction is not true, that is false. It would have helped for a couple of years until the money was gone. Our loan will be paid off in about three years and that would help the rates.

John Richards, 212 Albert Street, encouraged people to come to the caucus. He addressed the sidewalks. It is often hard to come up with the right answer and please everyone. The original idea was to help the people save money who needed a sidewalk repaired. This has morphed into three phases. Don't let simple ideas grow to be a big program that has to be managed and cost the citizens money.

Mark Stimpert, 1023 Paige Court, also City Zoning Inspector. He asked that they pass the ordinance in reference to R.W. Sidley property. Because of the rule on the books, the property reverted back to residential. They have a potential buyer once this is approved. It has been approved by Planning & Zoning.

REPORTS :

Zimmermann:

- Could not attend the Planning & Zoning meeting held on November 2nd. Mr. Granchie attended in his place.
- Fire Board meeting scheduled for November 3rd was cancelled. The regular meeting is scheduled for tomorrow.
- He has been asked about the \$420,000 and why do people keep saying they don't know anything about the money. He did some research and at the Council meeting in April of last year two people up here were present when that was discussed. It was discussed by Mr. Baryak and the Mayor was there.

Baryak called Point of Order. Mayor Kline asked what the Point of Order was. Baryak asked what way he voted. Zimmermann said he voted no and that was what he was pointing out, it was discussed. Granchie noted cross talk is against Council rules.

Baryak:

- Apologized and said he was tired of getting slammed and innuendos, he was tired of that and was here to move this community forward.

Spletzer:

- Attended the Pluck a Duck fundraiser on November 7th.
- Received an invitation to the Veteran's Day assembly at the school on November 11th.
- She corrected Mr. Zimmermann and stated it was \$462,000.

Granchie:

- Attended the Planning & Zoning meeting. They discussed the dog park, rezoning the parcel that is on tonight's agenda as well as a sign variance and the sidewalk program.
- Attended the Pluck A Duck and the VFW Spaghetti dinner.

FINANCE DIRECTOR:

Nothing at this time.

LAW DIRECTOR:

Nothing to report at this time.

Zimmermann had questions about what occurred at the Special Meeting last week. He asked how were we able to deviate from the minutes to have swearing in ceremonies and how we were able to make a decision coming out of executive session. He believed they were both clear violations of the Sunshine Laws where they were not advertised as part of the agenda for those meetings.

Attorney Schrader stated neither were violations of the Sunshine Law. The notice of the meeting said you were going to discuss personnel matters including discipline, so you have the right to vote on that issue. There are a couple ways to do that, one is the notice that you gave and that is enough. The second way would be to add that you could vote after executive session, you don't have to. It's hard to know if you're going to vote after executive session or not. If you put on

the notice what you were going to do after that would be a violation because it would indicate, you had already discussed the subject. You did it right. If somebody does not like it, they can take us to court. We are not paying for private attorney fees anymore and it looks like that might have been done before we got here.

In reference to the swearing in, why can't it be done. Zimmermann said it was not on the agenda. Attorney Schrader said we have the right to correct mistakes. It turned out that nobody here had ever been sworn in. There is a state statute that requires an oath, and it has to be a specific oath. The only person that took an Oath was Mr. Lynch who wrote his own and it did not include any of the language that was required.

Zimmermann stated on October 11th and October 30th both the public notice and agenda say possible action taken following the executive session.

Spletzer called Point of Order the question has been asked and answered.

Attorney Schrader reiterated that there are two ways to handle coming out of executive session.

CITY MANAGER:

Nothing to report at this time.

Zimmermann asked what the position was of the City Administrator and do we have one. Ms. Priddy said currently we have a City Administrator, Ms. Smeiles. Zimmermann said she, Mrs. Priddy, is on record saying we don't have a City Administrator. He asked where in the Charter does it say we have the position of City Administrator. Ms. Priddy said she is not technically a City Administrator, that is her email address.

Zimmermann asked if information requests are being postponed or delayed. He asked if there was a reason, he has not received information on things he requested over two weeks ago. He asked why he got replies to his requests from a secretary at a law firm and not from our Law Director or the City Clerk.

Attorney Schrader said he thought we were caught up with the records requests. They were getting inundated with requests. The responses were ran past him to make sure there were no legal issues. Between he and Attorney Immal he thought they answered them all. A lot of times he will dictate something, have his secretary type it, and then send it.

Zimmermann asked if we have an agreement in place with the Law Director. Mayor Kline said he did not know, but it was an administrative issue. Ms. Priddy said they were still working on it.

MAYOR:

- Thanked everyone for coming tonight and the feedback he gets from the community.
- Attended the Pluck a Duck.

- Attended a flag waiving ceremony at the County.
- Thanked the Veterans for their service.
- Reached out to the State Representative to help out in the process of bringing Dunkin Donuts to Route 5. Our Economic Development team is working hard to bring this here.

CHANGES TO TONIGHT'S AGENDA: None

APPROVAL OF PREVIOUS MINUTES:

Granchie made a motion seconded by Spletzer to adopt the November 1, 2021, Caucus meeting minutes as submitted by the Clerk.

ROLL CALL: Granchie aye, Spletzer aye, Baryak aye, Zimmermann aye.
MOTION PASSED: 4-0

Granchie made a motion seconded by Baryak to adopt the November 1, 2021, Regular meeting minutes as submitted by the Clerk.

ROLL CALL: Baryak aye, Spletzer aye, Granchie aye, Zimmermann aye.
MOTION PASSED: 4-0

Granchie made a motion seconded by Spletzer to adopt the November 8, 2021, Special meeting minutes as submitted by the Clerk.

ROLL CALL: Zimmermann aye, Baryak aye, Spletzer aye, Granchie aye.
MOTION PASSED: 4-0

PUBLIC HEARINGS: None at this time.

UNFINISHED BUSINESS:

Ordinance 2021-22: An Ordinance requiring the registration of contractors operating within the City of Newton Falls. (TABLED Until 11-5-2020)

Granchie made a motion seconded by Baryak to remove it from the table.

Granchie made a motion seconded by Spletzer to put this on the table until the next meeting.

ROLL CALL: Spletzer aye, Granchie aye, Baryak aye, Zimmermann aye.
MOTION PASSED: 4-0

Ordinance 2021-23: An Ordinance establishing sidewalk districts and assessment procedures within the City of Newton Falls. (TABLED Until 11-15-2021)

Granchie made a motion seconded by Spletzer to remove this from the table.

Granchie made a motion seconded by Spletzer to table this till the next meeting.

Spletzer made a motion seconded by Granchie to amend the motion to table this till the first meeting in January.

ROLL CALL: Zimmermann aye, Baryak aye, Spletzer aye, Granchie aye.
MOTION PASSED: 4-0

Motion to accept the opt out recommendations attached.

Baryak made a motion. No second to the motion.

Ordinance 2021-19: An ordinance establishing an annual cost of living adjustment for all hourly city employees. (TABLED until 1st meeting in 2022)

NEW BUSINESS:

Ordinance 2021-27: An ordinance rezoning specific lots on North Center Street and Lock Street in the City of Newton Falls.

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

Granchie stated this was discussed at the Planning & Zoning Meeting. Because it was not used for two years it was back to residential. Planning & Zoning approved the change, and he supported this legislation.

ROLL CALL: Spletzer aye, Granchie aye, Baryak aye, Zimmermann aye.
MOTION PASSED: 4-0

Ordinance 2021-28: An Ordinance to require approval of Council for Contract Expenditures over \$50,000 and declaring an emergency.

Granchie made a motion seconded by Spletzer to adopt this Ordinance.

Spletzer agreed with Ms. Lemon who encouraged this to be amended to \$25,000. Since we are in such an emergency state of finances it would be better to be cautious and go with a figure like \$25,000.

Granchie said he would be comfortable going lower than that.

Granchie asked if there were any stipulation for us to put this money amount. Attorney Schrader said you can put the amount at anything you want. The problem before was you didn't have any amount and the City Manager was spending what he wanted to. It should be a realistic amount that you determine.

Spletzer made a motion seconded by Baryak to amend this from \$50,000 to \$25,000.

Baryak said there has been a lot of spending that the people didn't know about. He does not want to tie Ms. Priddy's hands. Hopefully the people we hire are trustworthy, we got burned a couple of times. He has learned more in the last month than he has in the last four years.

Zimmermann asked what the emergency was. Spletzer stated it would go into effect immediately, that was the emergency. Attorney Schrader stated what it says, he would notice this if he is still here. Zimmermann called Point of Order and stated he is still here. Attorney Schrader apologized. He stated the emergency here is the language that says, "for the reason that setting a realistic monetary limit on the City Manager's contracting authority is immediately necessary to promote the efficient administration of City Government." You will see that he will add the following wording "provided it receives the necessary affirmative votes required for passage as an emergency measure, it should be effective immediately; otherwise it shall take effect and be in force at the earliest period allowed by law."

Granchie said he would call our current fiscal status an emergency so anything we can do to tighten this and get more control by council and be more responsible to the people he is for.

Baryak said we are trying to police ourselves and show the public that we are going to put restraints on ourselves.

Zimmermann said he is not sure an emergency exists to not have a second reading or public comments. He wanted to make sure we were not handcuffing anyone with the lower amount. We may have more than \$25,000 in legal bills coming up for the past several months that we have had no agreement in place.

Vote to Amend

ROLL CALL: Granchie aye, Spletzer aye, Baryak aye, Zimmermann abstain.

MOTION PASSED: 3 ayes, 0 nays, 1 abstention.

Attorney Schrader stated the courts have said you have to indicate what you believe the emergency is even if you are wrong. The court is not going to analyze the emergency. Anyone of you can disagree that it is an emergency.

Baryak made a motion seconded by Spletzer to pass ordinance 2021-28 in its amended form.

ROLL CALL: Zimmermann nay, Baryak aye, Spletzer aye, Granchie aye.

MOTION PASSED: 3 -1 not as an emergency

Ordinance 2021-29: An Ordinance repealing ordinances 2020-34, 2020-35, 2020-36, and 2020-37.

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

Granchie said these are illegal in several different ways from his research which was confirmed by Mr. Schrader.

Spletzer asked what the words “void ab initio” mean. Attorney Schrader said that is Latin which means from the beginning, it was never effective.

Zimmermann said the legislation states the ordinances never received the two readings as required by the Charter of the City of the Village of Newton Falls. Zimmermann had the agendas from November 16 and 22, 2020 and the minutes where it was discussed and passed both times at those meetings. The emergency clause was added at the end. The ordinances were read at two meetings.

Attorney Schrader stated they were read at two meetings and at the second meeting someone added an emergency clause. Mayor Kline stated that was correct someone added the emergency clause to have them take effect immediately. Attorney Schrader said they didn't take effect right then, and they should not have added the emergency clause after the second reading then one might reasonably infer that it was added to avoid a referendum and he would never suggest they do that. He believed they were illegal, first there is no question it did not pass as an emergency. The other reason is they don't contain a certification of funds by the fiscal officer. He would take a look at whatever Mr. Zimmermann has on the history. It was still his recommendation that they pass this.

Baryak said on November 16th he was locked out of the building and could not come in.

ROLL CALL: Granchie aye, Spletzer aye, Baryak aye, Zimmermann nay.
MOTION PASSED: 3 -1

Resolution 36-2021: A resolution requesting and directing the Planning & Zoning Commission to remove from the table and approve a variance requested by Newton Falls Commerce Association for a principal ground sign to be placed in the exact same location as a prior sign pursuant to codified ordinance 1151.03.02

Granchie made a motion seconded by Baryak to adopt this Resolution.

Granchie made a motion to amend the resolution to remove the words “and directing.”

Vote on Motion to Amend

ROLL CALL: Baryak aye, Spletzer aye, Zimmermann aye, Granchie aye.
MOTION PASSED: 4 -0

Granchie made a motion seconded by Baryak to adopt this resolution as amended.

Granchie said he sponsored this after confirming that Council could do this while the Planning & Zoning Commission was reviewing the variance.

Baryak noted that there are other signs in the devil strip and a previous sign was in this location. He asked that the Planning commission work with them.

Zimmermann stated we have Boards and Commissions for a reason. If we don't want to go by their recommendations, what good are they. He said he would not step on anyone's toes. We should not be passing legislation based on what we want; they should be bringing information to us, not the other way around.

Granchie said he did not want to step on any commission's toes, and he would not. However he has lived across the street for three year and has seen many vehicles and no one has any problem seeing out of there.

Baryak said this is not personal with him. He wants to work with them anyway he can.

ROLL CALL: Baryak aye, Spletzer aye, Zimmermann nay, Granchie aye.

MOTION PASSED: 3 -1

Zimmermann made a motion to direct the Interim City Manager to proceed with the sale of the 69 kV transmission lines and related equipment to AMP-Transmission, LLC for 4.2 million dollars (\$4,228,515.40) as presented in the sales agreement and based on the results of the November 2, 2021 Election (the Referendum on Ordinance 2021-02: The Newton Falls electric rate reduction act) and City Council not passing Ordinance 2021-13 in the regularly scheduled council meeting on November 1, 2021.

Motion failed due to lack of second.

Motion to appoint Julie Stimpert to the vacant At-Large Council seat starting December 1, 2021. Mayor Kline asked if this was a proper motion and if they could do anything before the votes are certified later this week.

Attorney Schrader stated since it is a vacant position you could appoint her now. If it turned out somehow that she was not certified all you have to do is appoint who was the winner. That position and Mr. Zimmermann's position were both appointed. According to your Charter, Section 3 Vacancies once the votes are certified both those positions are filled by whoever was elected. Mayor Kline asked if we should go forward with this or get their certifications and get them sworn in. Attorney Schrader said that is what he would recommend. Baryak noted that Council has 60 days to appoint someone to the position. Attorney Schrader stated that did not matter. When you have someone elected and you appoint somebody your Charter says they are only there till someone is elected. They get appointed and then in January they get sworn in again to the full term.

Zimmermann made the motion to appoint Ms. Stimpert. No second was made.

Granchie made a motion seconded by Spletzer to authorize the expenditure of \$2,000 per year at a local merchant to provide hot/cold drinks to City of Newton Falls service department employees.

Ms. Priddy said this has been done for years, but the State Auditors recommend this be passed by Council allowing this to happen.

Zimmermann said this is a great thing we have done in the past, but we just laid off two security officers. How do we say we don't have money for them but can provide drinks to our employees. Law says we have to provide potable water to our employees. At their garage they have water, and we could put buckets on the trucks. This is a great thing, but he does not rely on his boss to take him to Circle K to provide pop. If we had more money maybe.

Baryak asked if this money has been allocated. Ms. Priddy said yes, every year.

Granchie said it is important to note this is \$166.00 a month to provide for the employees.

ROLL CALL: Baryak aye, Spletzer aye, Granchie aye, Zimmermann nay.

MOTION PASSED: 3 -1

PUBLIC COMMENTS:

Julie Lemon, 2750 East River Road, stated the minutes from previous meetings are on the City website. Former Councilman Brian Kropp brought up the fact that the meeting of November 16th was actually cancelled by Mayor Kline, but they had it anyway.

The City Christmas tree lighting is coming up. Lemon Drop Bake Shop LLC is going to be hosting the costume contest.

Jamie Kline, 312 Ridge Road, asked Mr. George to make an appointment with her to get the meter off the house.

To Mr. Zimmermann she said he has shown them in the first ward time and time again why he was voted out. She hoped he stepped down and quietly walked away.

She was also upset to have someone call her a liar. The man stood on her porch and yelled at her. She also asked how she gets reimbursed for her damages and can charges be filed for them getting on her property without permission. She also asked if Mr. George was overseeing the project or not.

Ana Eby, 50 West 9th Street, said it would be helpful if during the meeting Ms. Priddy let people know what was in her report.

Rick Kerlin, 611 North Canal, stated the contracts were passed as an emergency.

Reminded everyone on December 4th a breakfast with Santa and Mrs. Clause will be held at the VFW.

Jim Luonuansuu, 10 East Liberty Street, comments he made about the meters do not reflect anything on Bill George. He asked Mr. Schrader to look at Ordinance 2020-10. It was passed and a referendum was taken out. Administration then passed Ordinance 2020-26 by emergency. Another referendum was taken out on Ordinance 2020-26 and taken all the way to the Supreme Court. He did not know where we were at with the meters or opt out because it was not brought off the table. Just stop the program, take the loss, sell what is left and move on. When people called Mrs. Spletzer about the opt out program, she was honest and told them not to do anything about the opt out program until we figure out what is going on. So only 25 opted out originally but there may be more that want to but didn't because their council person told them not to.

Bill George, Electric Superintendent. Said he was disappointed in Council tonight for not doing something with AMI. He felt this would cost us more money. We have signed contracts and will have to pay it out one way or another. He said his hands are tied and he does not know what to do with it now.

On another note he applauded them for stopping the sale of the transmission lines.

Kyle Storm, 1900 Kale Adams Road, commended Mr. Zimmermann for everything he deals with up there. He saw Mr. Baryak could not help but throw jabs at him before the meeting. What kind of Council person does such a thing. You should all show respect to each other. He also did not think the audience should interrupt during the meeting and say rude things and nothing be done. He also pointed out that Chief Fixler would attend these meetings as a department head. He asked where the Interim Chief was now.

CLOSING REMARKS; MAYOR, CITY MANAGER AND COUNCIL:

Zimmermann addressed the motion to sell the transmission lines. He did not request this be done. The referendum was voted on and it passed in the election. The people have spoken. Everyone here has said they are here for the people, to listen to the people. This is a vote. There are laws that say how they can be placed on the vote. There is no picking or choosing. People voted yes for that ordinance, and we took that away from the people who voted.

If the meters were being installed after we were told there was a two-week hiatus, who gave them permission to do the installation.

Baryak said he brought up a lot of questions about the smart meters. He was afraid that we have been dealt a hand and have to play it. He asked how much money we would lose by not going through with this deal.

The referendum vote he felt was deceptive. He asked if it said we had to sell. What he read it said we could look at it. There are only eight communities in Ohio that have all their utilities. Before he made a decision, we were trying to move things forward, before saying scrap the program he would like to know how much we would lose.

He has seen people really vicious but has never seen them come into town to help the community. It has always been one way, what can I do for myself. It is not going to be that way

anymore. This Council will make the best decisions for the people and not a chosen few. Nothing said that this money was going to reduce the electric rates.

Spletzer followed up with the meter issue. She knew they were not well received by anybody. She picked up a letter yesterday from Aclara. They are sending letters to people with highlighting threatening that there is going to be an interruption with their water service. We need to get with Aclara to let them know they do not have the right to shut off the water. She stated Mr. Luonuansuu was correct. When this first came out, she knew Mr. Lynch did not have the authority to set the opt out rate so she told people at that time not to do anything because he can't set the rate. We have a mess and need to deal with it.

She worked on both the referendums and did not know which one it was but got 210 signatures herself because people do not want the meters. She appreciated where Mr. George was coming from and felt that they eventually would benefit the community if we took a softer approach and explained how they would benefit. She did not think we could afford to default on the loan or pay the penalties and fees. We need to get someone here and address some of these issues.

Granchie stated in reference to the meters, Huntington Bank is tracking the fact that we are all over the place with this. They sent an email basically saying the meters are in excess of \$3 million. If the Village would decide to not use the funds for the intended services and/or return the meters, the debt would need to be paid prior to doing this. If not, it would be considered a breach of contract or default. We are stuck with them. We need to figure out opt outs at this point and live with it.

As far as selling the utilities, he disagreed with his colleague, the referendum failing did not require us to sell them. He would not vote on anything he did not have all the information on. We are here to make informed decisions.

Next Saturday in the Fourth Ward will be the Free Lighting Ceremony, November 27th from 5:00 to 9:00. The tree will be lit at 7:00 p.m.

Mayor Kline thanked everyone for coming out and their concerns and everyone who tuned in on Facebook and the cable station. He also thanked Council and staff for their work.

His daughter is doing her stocking outreach also, if you know a child who could use a stocking for Christmas, please get in contact with her. Also if anyone would like to partner with her, please reach out to her.

MOTION TO RECESS INTO EXECUTIVE SESSION:

ADJOURN:

After no further comments or questions Baryak made a motion seconded by Spletzer to adjourn at 8:29 p.m.

ROLL CALL: Baryak aye, Zimmermann aye, Spletzer aye, Granchie aye

MOTION PASSED 4-0

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

DRAFT

Newton Falls City Council met in Special session on Thursday, December 2, 2021, at 6:00 p.m. in Council Chambers. Mayor Kline called the meeting to order followed by the Pledge of Allegiance and opening prayer.

ALSO PRESENT:

Pamela S. Priddy, Interim City Manager; Kathleen M. King, City Clerk; Sean Housley, Interim Finance Director.

ROLL CALL:

Spletzer, Granchie, Baryak, Serotko, (At-Large vacant)

ABSENT:

PUBLIC COMMENTS:

Adam Zimmermann, 515 LaMae, noted that we need a Finance Director to certify the budget and according to Resolution 31-2021 Mr. Housley was hired for eight weeks. That time period was up November 1st. How can you have a certified budget and approve this without a Finance Director.

Richard Kerlin, 611 North Canal Street, felt it was Council's job to certify the budget. He stated the gentleman advising the City was more than qualified to do so. He also congratulated everyone who was trying to dig us out of a hole.

UNFINISHED/NEW BUSINESS:

2022 Budget

Mayor Kline said he was thankful to have this information instead of being found out throughout the year.

Spletzer made a motion seconded by Baryak to waive council rules.

ROLL CALL: Serotko aye, Spletzer aye, Granchie aye, Baryak aye.

MOTION PASSED: 4-0

Sean Housley reviewed highlights of the proposed budget which included a balance in the General Fund of \$334,000. He was able to do this because he reclassified the Police Department wages to the ARPA fund. He also advanced money from the General Fund Reserve to the General Fund in the amount of \$80,000. He is working with the State to pay back the \$462,000 to the Electric Fund. He is trying to negotiate a five-year payment. We still owe Shelly & Sands for the paving done this year and requested a motion from Council authorizing him to make the payment. This budget does not include capital items. They can be added in next year. Such items would include police cruisers and the requested backhoe for the Street Department.

Today they received a quote on the employee health care. If this proposal goes forward that would be an 18% reduction in costs and immediately turn the General fund into the black next year.

We are under audit by the Office of Budget and Management for the Cares Act Program funds. The utility discount given was not eligible for the funding; however, that is favorable to us because we can swap the costs out by the end of the year to the general fund.

The State Auditor has delayed the official report for our 2020 audit.

Mr. Housley reviewed some numbers in the budget for health care, professional services, overtime, property and casualty insurance, gas, and capital outlay. You cannot approve a budget that spends more than the anticipated revenues. He also noted that there will be revisions to this proposed budget before it is presented to Council for passage.

The road paving done in 2021 was discussed. Baryak stated even though council voted down the contract it was signed, and the work was done. Ms. Priddy said she filed a claim with our insurance carrier; however, since the City did not realize any damages, they denied the claim. Mr. Housley asked that they vote to authorize him to pay the vendor. He did not want to damage the community reputation. He spoke to the vendor, and they had no idea the Council voted down the contract.

Bill George, Electric Department

Bill stated he originally had a digger truck in the budget but pulled it because of the finances. He also noted he was down two people in his department and cannot find anyone for the positions.

Ken Bodnar, Water Distribution

Ken stated he did not need any large items right now. He also was down one person with a recent retirement out of the department.

Harry Shaver, Street Department

Harry asked for a new backhoe, the current one he has is a 2000. This backhoe would be shared with other departments as needed. Harry would also like to get another full-time person in his department.

Mrs. Priddy asked if there was any money in the budget for road repairs next year. Sean stated there is between \$30,000 and \$40,000 set aside. Mayor Kline asked if they would be able to hire two part-time workers in this department. Mr. Housley said it depends on what their functions would be on how we charge the costs. The park workers are a direct charge to the General fund.

Brian Foor, Interim Police Chief

Brian stated currently we have eleven cars, three of which were bought new. The last car was purchased in 2018. He stated the fleet is old and tired.

Currently the department has five full-time employees including the Chief. He stated there are future mandates coming and training that is needed in the department.

Mr. Housley noted that there are different options that can be presented to the community for revenue in this department including a levy on the ballot.

Baryak asked how many get detective pay. Foor stated three, but he would like one full-time person there every day as the detective.

Spletzer asked about overtime. Foor noted that officers get overtime for court appearances and filling in open shifts.

Foor stated he looked into the cost of new vehicles, and he could get two fully equipped Fords for \$94,000 through state bid.

Mark Stimpert, Zoning

Mark stated he was working on some new programs to help the department generate funds. Those programs included the contractor registration, housing registration and the sidewalk program.

He did not have need for any major purchases this coming year. He did plan on five demolitions in the budget and asked for two part-time people to help clean up the town. These two could be shared with the Street Department. Mr. Stimpert also had someone submit a bid for mowing.

This building needed the restrooms finished, council chambers work done, the roof needed work and the HVAC will need replaced in the near future.

Mr. Stimpert was also working with New Day Recovery on a program to use their residents 30 hours a week. This would be free to the City.

Spletzer asked if anyone has looked into charging stations. Clerk King stated Mr. George from the Electric Department contacted her this week about a grant application he is looking into for charging stations.

Granchie made a motion seconded by Baryak to reinstate Council rules.

**ROLL CALL: Spletzer aye, Granchie aye, Baryak aye, Serotko aye.
MOTION PASSED: 4-0**

MOTION TO RECESS INTO EXECUTIVE SESSION: No executive session.

PUBLIC COMMENTS:

Laura Neiheisel, 227 North Center Street questioned whether the workers from New Day Recovery were truly volunteering or were they getting paid through the Park funds. Ms. Priddy stated there would be no cost.

ADJOURN:

After no further comments or questions Granchie made a motion seconded by Baryak adjourn at 8:09 p.m.

**ROLL CALL: Granchie aye, Baryak aye, Serotko aye, Spletzer aye.
MOTION PASSED 4-0**

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

Newton Falls City Council met in Special session on Monday, December 6, 2021, at 5:00 p.m. in Council Chambers. Mayor Kline called the meeting to order followed by the Pledge of Allegiance and opening prayer.

ALSO PRESENT:

Pamela S. Priddy, Interim City Manager; Kathleen M. King, City Clerk; Alfred Schrader, Interim Law Director

ROLL CALL:

Baryak, Serotko, Spletzer, Granchie, Stimpert

ABSENT:

PUBLIC COMMENTS: None at this time.

UNFINISHED/NEW BUSINESS:

Public Hearing: Designated Outdoor Refreshment Area Application (DORA)

Mayor Kline opened the public hearing on the Designated Outdoor Refreshment Area Application.

No one addressed Council at this time.

Mayor Kline closed the public hearing.

MOTION TO RECESS INTO EXECUTIVE SESSION: No executive session.

PUBLIC COMMENTS: None at this time.

ADJOURN:

After no further comments or questions Granchie made a motion seconded by Spletzer adjourn at 5:09 p.m.

**ROLL CALL: Serotko aye, Spletzer aye, Granchie aye, Stimpert aye, Baryak aye.
MOTION PASSED 5-0**

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

Newton Falls City Council met in Regular session on Monday, December 6, 2021, at 6:00 p.m. in Council Chambers. Mayor Kline called the meeting to order followed by the Pledge of Allegiance and prayer.

ALSO PRESENT:

Interim City Manager, Pam Priddy; Interim Law Director, Alfred Schrader; City Clerk, Kathleen King.

ROLL CALL:

Spletzer, Granchie, Stimpert, Serotko, Baryak

ABSENT: None

SPECIAL PRESENTATIONS BY STAFF MEMBERS OR INVITED CONSULTANTS:

None

PUBLIC COMMENTS:

Mayor Kline stated four individuals have requested ten minutes to speak.

Adam Zimmermann, 515 LaMae Street, commented on the contractor registration ordinance. He questioned why we needed this legislation. Contractor registration was first done in 1985 following the tornado then repealed. Legislation was brought before Council in 2018 and did not pass. He stated his brother is an electrician and he would not be able to work on his house with this legislation.

Zimmermann discussed Ordinance 2021-28 and felt they should focus on the contracts so one company could not get three checks under the \$25,000 limit.

If Ordinance 2021-29 passes repealing the contracts what happens, he stated they still have signed contracts. He also asked what the pay would be for the employees if these were repealed.

Under new business Ordinance 2021-31 he was glad it was retroactive to November 1st but questioned changing the day of the Council meetings. He read a section from the Codified Ordinances that stated meetings would be the first and third Mondays.

The executive session listed does not indicate who the session is for; however, the statement at the bottom is moving in the right direction.

Richard Kerlin, 611 North Canal Street, said he was for restricting expenditures of money.

Ordinance 2021-29 in reference to repealing the contracts it is not only the \$72,500 but they also got a raise if other City employees received a raise. The contracts also left no recourse if the employee was not doing their job. He felt the contracts were an exorbitant amount plus benefits

and repealing them was the appropriate thing to do. The others making this money were not under contract and was not passed by emergency.

He commented on moving the meetings to Wednesday and noted Council has changed the time of meetings in the past. He felt Council could make the meetings whatever day they wanted it was their authority under Council Rules.

Mr. Kerlin commented on the increase in his insurance and that it was tough for anyone on a fixed budget.

Jim Luonuansuu, 10 East Liberty Street, spoke on the smart meters and the billing service charges not listed on the bills. Council was supposed to make a decision at the last meeting, but that died for a lack of a second. This week he received a letter indicating those who opted out would have to pay the cost of the water and electric meters. He said he has paid a service charge for the past twenty-five years and that should have covered the cost of the meters. Mr. Luonuansuu said he filed a complaint today with the Attorney General's Office against the City and the utility office. He asked if the service charges were ever put into a separate account, or will they be in the future. He also questioned the other fees on the bill.

Mr. Luonuansuu noted only twenty some people opted out of the meters. He said now you can remain on the opt out list with the new prices or opt back in. He felt Council and management decided for you and you as a taxpayer did not get a choice. Mr. Luonuansuu also reiterated that many people called Ms. Spletzer and she advised them not to take any action on the opt out until Council made a final decision.

He stated Council can do better and this has not been very transparent.

Julie Lemon, 2750 East River Road, agreed with the Ordinance limiting spending to \$25,000 and did not think this was completely tying the City Manager's hands.

Ordinance 2021-29 agreed that the contracts were invalid because the Finance Director did not have the certification of funds required by Ohio Law and because there was no emergency in passing the legislation. She stated the former Law Director okayed the legislation and asked how we would recover the money.

She was also for the legislation hiring Mr. Housley. He had a heck of a job cleaning up the mess.

Ms. Lemon spoke in reference to number eight on the agenda and the removal of Mr. Axiotis from the Planning & Zoning Board. Ms. Lemon had some handouts available to Council in reference to Mr. Axiotis and comments he has made on Facebook. She stated when you represent the City you are held to a higher standard and should set an example. She said people could have different opinions but should act like adults. She felt Council should sanction or remove Mr. Axiotis. Ms. Lemon had an email from Jamie Kline asking that comments be addressed from Mr. Axiotis and stop the verbal abuse.

Ana Eby, 50 West 9th Street, also received a letter about opting out of the meters. She did receive a new water meter but was never told when the new charges would start.

Richard Eby, 50 West 9th Street, commented on Ordinance 2021-23 in reference to sidewalks. He pointed out several places in town that do not have sidewalks but have hydrants, trees and poles where the sidewalks would go. He felt more research should be done before moving forward on the program.

Brian Axiotis, 315 Adams Street, spoke in relation to item number eight on the agenda. He said Facebook comments were a freedom of speech. He read a section from the Charter that Council swore to uphold. He noted that not City Council but the Planning and Zoning Commission, per the Charter, start the removal process. He asked if four members of his board recommended his removal.

Baryak called Point of Order.

Mr. Axiotis described an incident at IGA when Mr. Baryak ran into someone at IGA that did not like him and cussed him out. Mr. Baryak thought it was Mr. Axiotis. Mr. Axiotis said it was not him.

Baryak called Point of Order this was not on the agenda.

Mr. Axiotis said he called Mr. Baryak to clarify that it was not him.

Laura Neiheisal, 227 North Center Street, felt the Council had the right to remove Mr. Axiotis anytime. Council does not bow down to commissions, commissions bow down to Council.

Matt Evans, Electric Department; Mike Harnichar, Street Department; Cody Zelany, Water Distribution; Mike Novotny, Wastewater Treatment Plant Superintendent; Bill George, Electric Department Superintendent; Ken Bodnar, Water Distribution Superintendent; and Jeff Hawkins, Water Plant Superintendent all addressed Council in reference to Resolution 39-2021 and employee healthcare.

Employees expressed concern over the proposed plan and the costs associated. They looked at the new plan as a decrease in pay. They expressed concern that this plan would cause some employees to look for another job. Additionally, they noted that most departments were short on employees, but still came out when needed on emergencies including call outs on holidays. Employees thought the company was associated with Ms. Priddy and her company. Some employees expressed concern that they were not told of the changes or talked to prior to this being presented to Council for passage. Employees did not object to contributing to the insurance but felt the proposal was too costly.

Employees felt the money spent on city administrator, GPS units, and Christmas lights could be used to retain employees. They also said the company Pan American had nothing but bad reviews.

Employees asked for better communication.

John Richards, 212 Albert Street, said he was beyond working years but remembered the cost associated with insurance. He asked Council to find a way to table this and/or start over because the young employees starting out can't afford the \$7,000 to \$9,000 additional cost.

Mayor Kline stated when this came to the table they would discuss and figure out what we can afford and if we can get away without any changes.

Rhonda Rushnok-Trickett commented on the executive session and pointed out that it does not say who they are going to discuss. She stated if it is Chief Fixler that would be a huge mistake. She said Ms. Priddy does not live in the City and the Charter says you have to be moved in within six months of being appointed. Ms. Trickett felt if the Chief was gone the rest of the department would follow. She also felt that if the insurance was taken away the employees would be gone also.

She asked that they watch what they are doing and stop all the nonsense.

REPORTS :

Serotko: Nothing at this time.

Baryak:

- Attended the breakfast at the V.F.W. this past Saturday.

Spletzer:

- Tonight's first meeting was about the DORA application.
- She and Ms. Stimpert were sworn in prior to tonight's meeting by Judge Vigorito.

Granchie: Nothing at this time.

Stimpert:

- Nothing at this time but thanked everyone for giving her the opportunity to serve.

FINANCE DIRECTOR:

Nothing at this time.

LAW DIRECTOR:

Nothing at this time.

CITY MANAGER:

Nothing to report at this time.

Baryak hoped the City employees knew that transition in leadership takes time.

MAYOR:

- Attended the tree lighting ceremony and thanked the Commerce Association and everyone involved.
- Thanked the Fire Department for everything they are doing including the turkey raffle and stocking give away.
- He ran for Mayor for individuals like yourselves. He promised they would take a serious look at the legislation on health insurance and do the best they can.

CHANGES TO TONIGHT’S AGENDA: None

APPROVAL OF PREVIOUS MINUTES: None at this time.

PUBLIC HEARINGS:

Ordinance 2021-27: An ordinance rezoning specific lots on North Center Street and Lock Street in the City of Newton Falls.

Mayor Kline opened the public hearing on this Ordinance. No one addressed Council at this time. Mayor Kline declared the public hearing closed.

Ordinance 2021-28: An Ordinance to require approval of Council for Contract Expenditures over \$50,000 and declaring an emergency.

Mayor Kline opened the public hearing on this Ordinance. No one addressed Council at this time. Mayor Kline declared the public hearing closed.

Ordinance 2021-29: An Ordinance repealing ordinances 2020-34, 2020-35, 2020-36, and 2020-37.

Mayor Kline opened the public hearing on this Ordinance. No one addressed Council at this time. Mayor Kline declared the public hearing closed.

UNFINISHED BUSINESS:

Ordinance 2021-22: An Ordinance requiring the registration of contractors operating within the City of Newton Falls.

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

Granchie said he would like to amend this to have a lower rate if the business was located in the municipality.

Attorney Schrader explained his concern with that amendment. He said the fee is related to the cost of issuing the permit. The cost is no less if you are in or out of the City. He did not know if the fee would “pass muster” if challenged. He suggested a uniform fee.

Baryak did not think the fees were too high. He said this created a level playing field and the liability insurance and surety bond requirements were reasonable.

Mayor Kline pointed out that if a family member was an election, you could use that person according to the ordinance.

Granchie was concerned that a “fly by night” contractor would not register anyway.

Stimpert asked if there were any consequences if someone was not registered or was there a way to hold them accountable.

Ms. Priddy said the City would hold a copy of the bond and insurance if a resident needed to file against a contractor.

**ROLL CALL: Granchie aye, Stimpert aye, Serotko aye, Baryak aye, Spletzer aye.
MOTION PASSED 5-0**

Ordinance 2021-27: An ordinance rezoning specific lots on North Center Street and Lock Street in the City of Newton Falls.

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

Baryak noted this is the old Sidley property and there is a potential buyer for the property.

**ROLL CALL: Stimpert aye, Serotko aye, Baryak aye, Spletzer aye, Granchie aye.
MOTION PASSED 5-0**

Ordinance 2021-28: An Ordinance to require approval of Council for Contract Expenditures over \$25,000.

Granchie made a motion seconded by Spletzer to adopt this Ordinance.

Granchie questioned if this should be by vendor or business rather than the broad \$25,000 amount.

Attorney Schrader was concerned that a vendor might do business with different departments and that would tie our hands.

Baryak said the point of this legislation was to stop the crazy spending.

Spletzer noted that most of this was covered under the Ohio Revised Code section. We adjusted the amount they required and cut it in half.

Granchie made a motion seconded by Stimpert to table this Ordinance until the next meeting pending a legal opinion.

**ROLL CALL: Serotko aye, Baryak aye, Spletzer aye, Granchie aye, Stimpert aye.
MOTION PASSED 5-0**

Ordinance 2021-29: An Ordinance repealing ordinances 2020-34, 2020-35, 2020-36, and 2020-37.

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

**ROLL CALL: Baryak aye, Spletzer aye, Granchie aye, Stimpert abstained, Serotko aye.
MOTION PASSED 4-0-1**

Ordinance 2021-23: An Ordinance establishing sidewalk districts and assessment procedures within the City of Newton Falls. (TABLED until 1st meeting in 2022)

Ordinance 2021-19: An ordinance establishing an annual cost of living adjustment for all hourly city employees. (TABLED until 1st meeting in 2022)

NEW BUSINESS:

Ordinance 2021-30: An Ordinance approving the recodification, editing, and inclusion of certain ordinances as part of the various component codes of the codified ordinances of Newton Falls, Ohio.

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

**ROLL CALL: Spletzer aye, Granchie aye, Stimpert aye, Serotko aye, Baryak aye.
MOTION PASSED 5-0**

Ordinance 2021-31: An Ordinance appointing Sean Housley as part-time Finance Director and authorizing pay and terms of employment.

Granchie made a motion seconded by Spletzer to adopt this ordinance.

Granchie asked if this included benefits. Priddy said no. Spletzer asked about OPERS and vacation. Priddy said nothing is included.

Stimpert asked if this contract would be long term or short term. Priddy said until we find a permanent Finance Director.

Baryak asked if we have advertised. City Clerk said we have advertised several times. Ms. Priddy said our advertising has been continual.

Granchie asked about the current pay. Ms. Priddy said it would remain the same until January 1, 2022, then it goes to the amount on the legislation.

Attorney Schrader said this would be like an independent contractor.

Stimpert asked for his current pay and benefits. Ms. Priddy said he is currently at \$2,800 a week and we pay half the benefits.

Baryak made a motion seconded by Granchie to amend Section I to read: Newton Falls City Council hereby appoints Sean Housley as part-time Finance Director for the City of Newton Falls as an independent contractor retroactive to November 1, 2021, with the following terms. The initial contract continues through December 31, 2021.

Pay shall be \$1,500 per week beginning January 1, 2022.

The remainder of Section 1 will stay the same.

Granchie asked if he would be open to the \$1,500 starting immediately. Ms. Priddy said he has already been paid.

Vote on Motion to Amend:

**ROLL CALL: Granchie aye, Stimpert aye, Serotko aye, Baryak aye, Spletzer aye.
MOTION PASSED 5-0**

Vote on Motion to Adopt as Amended:

**ROLL CALL: Stimpert aye, Serotko aye, Baryak aye, Spletzer aye, Granchie aye.
MOTION PASSED 5-0**

Resolution 37-2021: A Resolution authorizing the City Manager to enter into contracts for the purchase of chemicals for the City of Newton Falls for the Year 2022.

Granchie made a motion seconded by Stimpert to adopt this Resolution.

**ROLL CALL: Serotko aye, Baryak aye, Spletzer aye, Granchie aye, Stimpert aye.
MOTION PASSED 5-0**

Resolution 38-2021: A Resolution of recognition and appreciation to the Newton Falls Area Commerce Association (NFACA).

Granchie made a motion seconded by Spletzer to adopt this Resolution.

Mayor Kline thanked the member of the Commerce Association and appreciated everything they are doing.

Baryak acknowledged the Chamber and said it was a whole different chamber than in the last few years. They are doing a lot of functions to improve business downtown.

**ROLL CALL: Baryak aye, Spletzer aye, Granchie aye, Stimpert aye, Serotko aye.
MOTION PASSED 5-0**

Resolution 39-2021: A Resolution authorizing the City Manager to enter into and execute various contracts with Pan American for employee Health Care Benefit needs.

Baryak made a motion. No second was made to the motion.

Motion to schedule Regular City Council meetings for the first and third Wednesday of each month beginning Wednesday, December 22, 2021, while Sean Housley serves as Finance Director.

Spletzer made a motion to amend the date to Wednesday, December 15, 2021.

Granchie asked if this was allowed by Charter. Attorney Schrader stated it was an ordinance not in the Charter. Council can amend the ordinance to meet your needs.

Vote on Motion to Amend:

**ROLL CALL: Spletzer aye, Granchie aye, Stimpert aye, Serotko aye, Baryak aye.
MOTION PASSED 5-0**

Vote on Motion to Adopt as Amended:

**ROLL CALL: Granchie aye, Stimpert aye, Serotko aye, Baryak aye, Spletzer aye.
MOTION PASSED 5-0**

Baryak made a motion seconded by Granchie to authorize the Finance Director to pay Shelly & Sands for paving done in 2021.

Baryak stated Council specifically voted down using Shelly & Sands. The week after the vote Shelly & Sands was here to do the work. We can do two things; one is not pay them, the other is to pay for the work and keep our good name and avoid the money from a lawsuit. He also noted that the First Street project was a no interest loan that we have to pay back.

Granchie noted that the Finance Director has informed Council that we can afford to pay this now. Ms. Priddy indicated that we have part of the money now and the Finance Director is working with Shelly & Sands on paying the balance.

Mayor Kline said it was discussed going after the person that signed the contract, but because of the resignation agreement we cannot go after him.

**ROLL CALL: Stimpert aye, Serotko aye, Baryak aye, Spletzer aye, Granchie aye.
MOTION PASSED 5-0**

Baryak made a motion: The Planning and Zoning Commission is required to sit as judges in determining zoning variances and appeals of the zoning inspector's decisions to it, and in conditional use permits. Brian Axiotis has shown a total inability to be neutral prior to public hearings in zoning matters, the latest example of this, Mr. Axiotis's attitude toward a sign requested by the Commerce Association requesting a sign permit, as evidenced by Exhibit A, a screen shot of a Facebook posting he made. Mr. Axiotis has proved himself to be unable to adequately perform the duties of Planning and Zoning Commission member, let alone Chairman. Council of the City of the Village of Newton Falls requests Mr. Axiotis to resign immediately. If he does not the City of the Village of Newton Falls Council urges the Planning and Zoning Commission to remove him according to the provisions of the Newton Falls Charter.

No second was made to the motion.

PUBLIC COMMENTS:

Ed McLaughlin, 230 Elizabeth Street, asked if we could get all the Council members a microphone.

Mr. McLaughlin also commented on his utility bill. He asked if they could have detailed billing showing all the charges including the service charges and the cost per gallon. Mr. McLaughlin noted that no one informed the public that the rates were going up.

Julie Lemon, 2750 East River Road, questioned why the executive session did not indicate who they were going to discuss. In the past it was listed on the agenda. A lot expect tonight to be about Chief Fixler.

She asked the Planning & Zoning Board to review the actions of Mr. Axiotis. He is acting like he is speaking for everybody. She asked for everyone to act with integrity and dignity.

Jim Luonuansuu, 10 East Liberty Street, was disappointed that no one answered his questions tonight. He also questioned the Covid protocol being used by those installing the meters and if it was safe for them to go into houses. Mr. Luonuansuu also asked if they were covered under a bond and Workers Compensation.

He encouraged Council to find the money to pay the employees fair wages and benefits. He stated the City runs flawlessly everyday because of the employees.

Bill Wright stated he had a military background, and the Police Department runs the same way. He felt when the Chief was put on leave the next in line should have taken over and felt that was overlooked. Mr. Wright said he hoped the executive session was not about the Chief tonight.

Brenda Persino, 226 Oak Knoll, supported Chief Fixler and said he was an outstanding officer for the last 48 years. Mr. Fixler takes his oath seriously and will not bend or break the laws. She said she has learned over the past few years not to hang your hat on rumors and gossip. Ms. Persino looked up the State of Ohio Score Card for Law Enforcement and our Police Department

is at 62% and in 2013 we were at 41%. The report card for 2020 noted that low level crime was down 5%, drug arrests were up 7%, and drug busts were up 6%. She supported Chief Fixler and the officer who are led by him.

Ms. Persino asked about the investigation into Chief Fixler and understood the confidential nature of that, but with silence comes gossip. She felt the silence has to stop.

Richard Kerlin, 611 North Canal Street, attended a tremendous breakfast over the weekend at the V.F.W with Santa and Mrs. Clause. Over 100 children attended. He thanked everyone who attended and sponsored the event.

Jeff Hawkins, Water Plant Superintendent, on behalf of the City family thanked Council for listening to them and asked that we work this out. He asked that they reach out and sit down with a couple employees and we work together to make this work for everybody.

Laura Neiheisel, 227 North Center Street, thanked Council for turning down the insurance proposal.

She also thanked the community for supporting the Womens Fun Dart League spaghetti dinner event. They raised enough money to pay for 49 kids Christmas's. In addition, they are sending gifts to the Senior Citizens at the nursing home.

Bill George, Electric Superintendent, commented on the smart meters and asked Council to make a decision and stick to it. There are too many rumors and misinformation out there and no one knows what is going on.

He also informed Council that the meters will be changed but the electric will not be smart meters until the box is placed on the outside.

Mr. George addressed the "elephant in the room" and stated no one liked to work with Brian Foor. He said it would be a big mistake and we would see a lot of law enforcement leave. He asked that they try not to make this personal.

Adam Zimmermann, 515 LaMae Street, felt tonight was a mess. He commented that the Law Director did not know the history of the four contracts that were repealed tonight and questioned what else he has given flawed advice on.

He felt Ms. Priddy was propping up the Commerce Association 100%.

The Finance Director Resolution expired on November 1st whose pay is \$2,800 a week. The pay was not passed by Ordinance. He felt no one knew what was going on.

Zimmermann said tonight Baryak made a motion to pay the Shelly & Sands contract that was not authorized by Council. Now Council voided four contracts that they say were not valid. He felt paying one contract set precedent.

Mr. Zimmermann wished Ms. Stimpert and Mr. Serotko good luck and he hoped Mr. Serotko would not be the yes man they think he will be.

Lastly, Mr. Zimmermann noted that the Ohio State Football team held themselves to a higher standard than Council when taking action on a recent OVI incident.

Marilyn Lee, 515 North Canal Street, attended the Christmas tree lighting ceremony and played the Grinch. She thanked the Commerce Association and community for all coming together for the event. Also attended the successful breakfast with Santa.

Ms. Lee stated this is the Christmas Season and encouraged everyone to be kind to one another and remember those away and in the military. Ms. Lee said she also appreciates the City workers.

Steve Storm, Executive Officer NFPD who was not appointed to the Interim Chief position. Sgt. Storm said he has been here 28 years and Chief Fixler is one of the best Chief's we have had. He said Sgt. Foor took one part-time officer who was getting 36 hours a week to 10 hours a week because the officer disagreed with him.

Mr. Storm said he did not know what the investigation was on, but thirty days should be enough time to figure out if something is going on. The Police Department does not know what is going on and a lot are looking elsewhere. He felt this was being done wrong and asked that they talk to the officers about the investigation.

CLOSING REMARKS; MAYOR, CITY MANAGER AND COUNCIL:

Baryak said the insurance was a hot button tonight. If the money was there, they would try to work this out. He said he voted against the 3% raise for employees because he felt they should get 5%. He said there is a disparaging difference between the hands-on employees and supervisors. This summer when we started talking about the smart meters Mr. Lynch filed a suit against a gentleman, one of our own citizens, who was against the meters. He felt the problems we were having now were a direct cause of the way the city was run. We spent money on pictures, ice sculptures, lattes and legislatures. He said he did not want to take anything from the employees. Mayor Kline would like to get together and sit down and come to a compromise.

Baryak said he did not want to drag anyone in the mud but one fellow on Zoning took around petitions for his recall. Now we get vulgar, filthy comments and asked where does it stop. That is the reason he wanted to do something, he wanted to put a stop to it.

Spletzer was glad the plan for the insurance did not go forward. She did not have enough time to look at it. She welcomed the idea to sit down and work with the employees.

Spletzer also noted that we need to appoint Council Committees.

Granchie said the coordination between departments and administration spoke volumes tonight with all the employees here.

Granchie said going forward he would be donating his Council check to local charities. If anyone had a charity they would like to be considered, please let him know.

Mayor Kline thanked those here tonight for handling themselves well on some hot topics.

Santa will be at the First Christian Church from 2:00 p.m. to 4:00 p.m. on December 12, 2021.

Mayor Kline said felt Zimmermann took a pot shot at Mr. Serotko and that was why Serotko won four to one in the election and why he was here and not Zimmermann.

MOTION TO RECESS INTO EXECUTIVE SESSION:

Baryak made a motion seconded by Spletzer to adjourn into executive session at 8:35 p.m. for the purpose of personnel, appointment, employment, dismissal, discipline, compensation and pending or imminent Court Action.

**ROLL CALL: Serotko aye, Baryak aye, Spletzer aye, Granchie aye, Stimpert aye.
MOTION PASSED 5-0**

Baryak made a motion seconded by Spletzer to adjourn the executive session and reconvene at 10:50 p.m.

**ROLL CALL: Baryak aye, Spletzer aye, Granchie aye, Stimpert aye, Serotko aye.
MOTION PASSED 5-0**

ADJOURN:

After no further comments or questions Granchie made a motion seconded by Baryak to adjourn at 10:50 p.m.

**ROLL CALL: Spletzer aye, Granchie aye, Stimpert aye, Serotko aye, Baryak aye.
MOTION PASSED 5-0**

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

SPONSOR: Mayor Kline

ORDINANCE 2021- 22

**AN ORDINANCE REQUIRING THE REGISTRATION OF CONTRACTORS
OPERATING WITHIN THE CITY OF NEWTON FALLS.**

WHEREAS, Numerous persons and groups of persons provide services, labor, services and material and/or labor and materials as contractors within the City of Newton Falls; and

WHEREAS, City Council desires to regulate such contractors for the protection of the residents of the City, and both public and private property within the City.

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

Section 1: Newton Falls City Council hereby adopts the following requirements for contractors working within the City of Newton Falls as attached as “Exhibit A.”

Section 2. That any ordinances or resolutions of the City of the Village of Newton Falls in conflict herewith are hereby repealed, and that any and all ordinances and resolutions consistent herewith ratified and confirmed.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED IN COUNCIL _____ DAY OF _____.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathy King, Clerk of Council

EXHIBIT A
Ordinance 2021-22

CONTRACTOR REGISTRATION

DEFINITIONS.

For the purposes of this chapter, certain words are defined as follows:

- (a) "Contractor" means any person, firm, or corporation contracting to supply and perform work or labor for another person, firm or corporation for a stipulated sum of money.
- (b) "Sub-contractor" means any person, firm, or corporation assuming by secondary contract some or all of the obligations of an original contractor.
- (c) "City" means the City of Newton Falls, Ohio.
- (d) "Building Inspector" means the Zoning Compliance Officer of the City.

LICENSE REQUIRED.

No person, firm or corporation, either as contractor or sub-contractor, shall construct, alter, remove, demolish, or commence the construction, alteration, removal or demolition of any building or structure or shall install any equipment for the operation of a building or structure without first filing with the Building Inspector, an application in writing and obtaining a formal license in conformity with this chapter. Exceptions to this license requirement are as follows:

1. A homeowner and/or a landlord performing their own labor on property owned and/or occupied by said owner.

2. A handyman type sole proprietor, having zero employees other than his or herself.

EXCEPTIONS

Exceptions from registration shall be as follows:

(a) Home Owners. No provision of this chapter shall be construed to require that a fee simple owner of a parcel(s) of real estate be registered, who personally will perform work or assist in the performance of work upon the real estate. Real estate owners shall be required to obtain all necessary permits. Such work shall be performed in accordance with the Building Code and according to plans and specifications filed with the application for a permit.

(b) Government Agencies, Public Utilities, Private Organizations. Provisions of registration shall not apply to Federal, State, County or Municipal governmental agencies, public utilities furnishing services to the City under Municipal-utility franchise agreements or to industrial, commercial or institutional organizations. A maintenance department, doing work within the provisions of the Building Code, is provided for except that should work covered by the Building Code be contracted to outside concerns, then such contractors shall be registered with the City as provided herein.

(c) Minors. No provision of this chapter shall be construed to require a minor to be registered.

REGISTRATION PERIOD.

(a) Term. All registration certificates shall expire one year from the date on which the certificate was issued.

(b) Initial Application. Initial application for registration may be made at any time during regular business hours by applying with the City Building Official and providing such information as required by Section titled APPLICATION AND ISSUANCE; FEE; CERTIFICATION.

APPLICATION AND ISSUANCE; FEE; CERTIFICATION.

No person, firm or corporation, either as a contractor or sub-contractor shall perform any of the services set forth in Section 2 above without first obtaining a license from the Building Inspector to perform such work within the City.

No license shall be issued by the Building Inspector until the contractor or sub-contractor has first submitted the following requirements:

(a) Payment of a fee in the amount of one hundred dollars (\$100.00) the first year, which year shall commence on the day the license is issued, then renewed upon payment of fee in the amount of fifty dollars (\$50.00) for subsequent years

(b) Certification from the City Income Tax Department that such person, firm or corporation, either as contractor or sub-contractor, is registered with such department, including its partners, employees, agents or servants of such contractor or subcontractor performing work or labor within the City;

(c) Proof of liability insurance by certificate of insurance in an amount not less than one hundred thousand and no/100 dollars (\$100,000) per occurrence. In the event the insurance policy expires prior to the expiration date of the license, the contractor or sub-contractor, must guarantee and acknowledge in writing that he will maintain said liability insurance coverage for the full term of the license (i.e. one year). Any lapse in liability insurance coverage will result in an automatic revocation of license.

(d) Provide a surety bond in the amount of twenty thousand dollars (\$20,000).

(e) Upon the request of the issuance of a license, it is required that proof of Worker's Compensation for the applicant's employees be provided before the issuance of the license

SUSPENSION OR REVOCATION OF REGISTRATION.

(a) Registration may be suspended by the Building Inspector or his designee(s) for any of the following reasons:

- (1) Violation of any provision of this chapter or any part of the Building Code;
- (2) Misrepresentation of material fact in order to become registered, or in the removal of registration;
- (3) Failure to secure permits, inspections and approvals required by the Building Code;
- (4) Use of registration to obtain a permit for another;
- (5) Failure or refusal to correct a violation of the Building Code within a prescribed period of time or to correct incompetent work as ordered by the City Building Inspector or their designee(s);
- (6) For any other reason that is determined to be adverse to the health, safety and welfare of the residents of the City;
- (7) Repeated and continued violations of the Building Code; or
- (8) Failure to maintain coverage under the Ohio Worker's Compensation Laws.
- (9) Failure to comply with the City of Newton Falls Income Tax Laws.
- (10) Failure to maintain the Liability Insurance as herein required.

(b) Notice of suspension shall be by written notice to the contractor and shall state the grounds upon which the findings are based. The notice shall specify a reasonable period of time within which to remedy the findings. If the contractor fails to remedy the findings, the Building Inspector or their designee(s) shall proceed with a stop work order and revocation of the Registration subject to the appeal procedure set forth by the Board of Zoning Appeals in §1159.04 of the City of Newton Falls, Ohio Zoning Regulations, as upon an Administrative Appeal.

PENALTY.

(a) Failure to Register. Failure to register with the City Building Official as set forth in this chapter shall result in termination of all work on the project or projects

under violation and/or an assessment amounting to double the cost of the registration fee for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues until such registration is completed.

(b) Failure to Maintain Minimum Requirements. Failure to maintain the minimum registration requirements of this chapter shall result in termination of all work on the project or projects under violation and/or a fine Two Hundred Fifty Dollars (\$250.00) for each offense. A separate offense shall be deemed committed on each jobsite on which a violation occurs or continues until proof of such requirements are presented.

ORDINANCE NO.: 2021-28

SPONSOR: MAYOR KLINE

THE CITY OF THE VILLAGE OF NEWTON FALLS

AN AMENDED ORDINANCE AMENDING TO REQUIRE THE APPROVAL OF COUNCIL FOR CONTRACT EXPENDITURES OVER \$25,000.

WHEREAS, to protect the public treasury it is necessary that Council approve contract expenditures over \$25,000, and

WHEREAS, such limit is important in today's economy.

COUNCIL FOR THE CITY OF THE VILLAGE OF NEWTON FALLS, AND STATE OF OHIO:

Section 1. The Codified Ordinances of the City of the Village of Newton Falls, Ohio, be, and the same is hereby changed and amended to read as follows:

CONTRACT AUTHORITY

The City Manager may enter into a contract to purchase goods or services without the necessity of public bids, on behalf of the City, if the amount of the contract is less than that prescribed in Ohio Revised Code Section 731.14, and as it is amended from time to time, provided that prior approval of Council is obtained for expenditures in excess of \$25,000. No one project can be paid or contracted for in such a manner that a bid is divided so as to avoid the \$25,000 limit.

Section 2. That any ordinances or resolutions of the City of the Village of Newton Falls in conflict herewith are hereby repealed, and that any and all ordinances and resolutions consistent herewith ratified and confirmed.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED ON THIS _____ DAY OF DECEMBER, 2021.

Mayor, Kenneth A. Kline

APPROVED AS TO FORM:

ORDINANCE NO.: 2021-28

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated by
Council resolution on the date or dates of
_____.

Kathleen M. King, Clerk of Council

ORDINANCE NO. 2021-30

**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**

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

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

SECTION 1: That the editing, arrangement and numbering of those ordinances and resolutions enacted by Council from November 3, 2020 to November 5, 2021, are hereby approved and adopted as printed in the November 2021 Replacement Pages to the Codified Ordinances so as to achieve uniformity of style and classification. A copy of such replacement pages are attached to this ordinance and incorporated as a part hereof.

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

	<u>Traffic Code</u>
301.183	Low-Speed Micromobility Device. (Added)
301.22	Pedestrian. (Amended)
301.51	Vehicle. (Amended)
331.211	Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Amended)
331.37	Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
333.03	Maximum Speed Limits. (Amended)
335.02	Permitting Operation Without Valid License; One License Permitted. (Amended)
335.021	Ohio Driver's License Required for In State Residents. (Amended)
335.04	Certain Acts Prohibited. (Amended)
335.09	Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
371.13	Operation of Personal Delivery Device on Sidewalks and Crosswalks. (Added)
371.14	Low-Speed Micromobility Devices. (Added)
373.10	Motorized Bicycle Operation. (Amended)
373.21	Electric Bicycles. (Amended)

General Offenses Code

501.99	Penalties for Misdemeanors. (Amended)
505.071	Cruelty to Companion Animals. (Amended)
509.07	Making False Alarms. (Amended)
513.01	Drug Abuse Control Definitions. (Amended)
521.08	Littering and Deposit of Garbage, Rubbish, Junk, Etc. (Amended)
525.13	Interfering with Civil Rights. (Amended)
529.01	Liquor Control Definitions. (Amended)
529.07	Open Container Prohibited. (Amended)
533.08	Procuring; Engagement in Sexual Activity for Hire. (Amended)
533.09	Soliciting. (Amended)
533.091	Loitering to Engage in Solicitation. (Amended)
533.10	Prostitution. (Amended)
537.02	Vehicular Homicide and Manslaughter. (Amended)
541.04	Criminal Mischief. (Amended)
541.05	Criminal Trespass. (Amended)
541.051	Aggravated Trespass. (Amended)
545.03	Property Exceptions as Felony Offense. (Amended)
545.09	Passing Bad Checks. (Amended)
549.02	Carrying Concealed Weapons. (Amended)
549.06	Unlawful Transactions in Weapons. (Amended)
553.04	Railroad Vandalism. (Amended)

PASSED IN COUNCIL THIS ___ DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathy King, Clerk of Council

SPONSOR: MAYOR KLINE/BARYAK

THE CITY OF THE VILLAGE OF NEWTON FALLS

AN ORDINANCE APPOINTING SEAN HOUSLEY AS PART-TIME FINANCE DIRECTOR AND AUTHORIZING PAY AND TERMS OF EMPLOYMENT.

WHEREAS, The Newton Falls City Charter authorizes the position of Finance Director; and

WHEREAS, Sean Housley has served as Interim Finance Director since September 7, 2021; and

WHEREAS, Newton Falls City Council acknowledges the need to keep continuity in the Finance Department in order to meet the financial obligations of the City.

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

Section 1. Newton Falls City Council hereby appoints Sean Housley as part-time Finance Director for the City of Newton Falls with the following terms:

- Pay shall be \$1,500 per week;
- Work will be from home the majority of the time;
- Office hours will be two times per week;
- Will be available for phone calls;
- Will attend Wednesday City Council meetings
- Will be a part-time employee of the City *without* benefits. By law, a part-time employee is entitled to PERS and the Finance Director's salary will be subject to Public Employees Retirement withholding and Employer contributions.

Section 2. That any ordinances or resolutions of the City of the Village of Newton Falls in conflict herewith are hereby repealed, and that any and all ordinances and resolutions consistent herewith ratified and confirmed.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED IN COUNCIL THIS ____ DAY OF DECEMBER 2021.

ORDINANCE NO.: 2021-31

Kenneth A. Kline, Mayor

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____

I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathleen M. King, Clerk of Council

SPONSOR: GRANCHIE

ORDINANCE: 2021-19

**AN ORDINANCE ESTABLISHING AN ANNUAL COST OF LIVING ADJUSTMENT
FOR ALL HOURLY CITY EMPLOYEES.**

WHEREAS, Newton Falls City Council acknowledges that there is an annual recommended cost of living adjustment; and

WHEREAS, The cost for all goods and services, including vital ones such as food, shelter, and medical care, continues to rise. Earnings used to pay for the necessities of life need to also rise, otherwise many people could not afford the cost of living; and

WHEREAS, City Council wishes to make sure all hourly employees receive the recommended cost of living adjustment to their wages.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:
SECTION I: Newton Falls City Council hereby authorizes an annual cost of living adjustment to all hourly employees' wages as determined by the Consumer Price Index in October of each year.

SECTION II: The cost-of-living adjustment shall be applied to all hourly employee's wages on the first full pay starting January following the October determination.

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2021.

Mayor, Kenneth A. Kline

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

SPONSOR: Baryak

ORDINANCE 2021- 23

**AN ORDINANCE ESTABLISHING SIDEWALK DISTRICTS AND ASSESSMENT
PROCEDURE WITHIN THE CITY OF NEWTON FALLS.**

WHEREAS, City Council desires sidewalks within the entire City for public use; and

WHEREAS, City Council acknowledges that safe sidewalks provide for the health, safety and welfare of the entire community; and

WHEREAS, City Council wants to provide an opportunity to decrease the expense of sidewalk costs to property owners by creating sidewalk districts and seeking lower costs through one or more construction provider; and

WHEREAS, City Council wants to create an assessment method to assure property owner payment of cost of sidewalk creation or repairs.

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

SECTION 1: Newton Falls City Council hereby adopts the following requirements to create Sidewalk District(s) and Assessments methods within the City of Newton Falls as attached as "Exhibit A."

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2021.

Mayor Kenneth Kline

ATTEST: _____
Clerk of Council/City Clerk

SPONSOR: Mayor Kline

ORDINANCE NO. 2021-32

AN ORDINANCE APPROVING A CONTRACT FOR INTERIM LAW DIRECTOR.

WHEREAS, Article V, Section 1 of the Newton Falls City Charter provides there shall be a Department of Law, the head of which shall be the Director of Law; and

WHEREAS, there is a need for an Interim Law Director to be appointed to carry out the Law Director's duties in the absence of the Law Director.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF THE VILLAGE OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS that:

SECTION I. City Council hereby authorizes the Interim City Manager to enter into an agreement with Attorney Alfred E. Schrader and the law firm of Roderick Linton Belfance, LLP as Interim Law Director setting forth the terms and conditions of the independent contractor agreement between the City of the Village of Newton Falls and Interim Law Director. Attached hereto is a copy of said agreement, marked as Exhibit "A" and incorporated herein by reference.

SECTION II. That the Retention Agreement shall be deemed effective October 18, 2021.

PASSED IN COUNCIL THIS 8th DAY OF NOVEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathy King, Clerk of Council

Exhibit A - Ordinance 2021-32

INDEPENDENT CONTRACTOR AGREEMENT

Interim Law Director

CITY OF THE VILLAGE OF NEWTON FALLS, OHIO

This Independent Contractor Agreement is made and entered into this ____ day of _____, 2021 by and between the City of the Village of Newton Falls, State of Ohio, a Municipal Corporation organized and existing under the laws of the State of Ohio, hereinafter referred as "City" and Attorney Alfred E. Schrader and the law firm of Roderick Linton Belfance, LLP, 50 South Main Street, 10th Floor, Akron, Ohio 44308-1849, hereinafter referred to as "Interim Law Director".

WITNESSETH:

WHEREAS, Attorney Alfred E. Schrader has practiced law in the State of Ohio in excess of 42 years, and 5 years as required by the Charter of the City of the Village of Newton Falls, Ohio; and

WHEREAS, the City desires to engage the services of Attorney Alfred E. Schrader and Roderick Linton Belfance, LLP to perform legal services as its Interim Law Director and to carry out those duties as may be required under Article V, Section 1 of the City's Charter.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1: Duties:

(a) Interim Law Director Alfred E. Schrader and Roderick Linton Belfance, LLP shall perform those services outlined in Article V, Section 1 of the Newton Falls City Charter.

1. Interim City Prosecutors

The Interim Law Director shall at his discretion may retain the services of Interim Assistant Law Directors, specifically Attorney Kristopher B. Immel and Attorney David A. Randolph to act as Interim City Law Directors/Interim Assistant City Prosecutors. Attorney Immel and Attorney Randolph shall perform the duties of Interim Prosecutors for the Newton Falls Municipal Court.

Duties of the Interim City Law Directors/ Interim Assistant City Prosecutors for the Newton Falls Municipal Court, within the scope of this Contract for the compensation designated in Section 3 herein, shall be for working two (2) days per week at the court. Duties will include consulting with law enforcement officers, assisting in the preparation and filing of search warrants, charges and criminal complaints, prosecuting, adjudicating and disposing of criminal complaints through Rule 11 agreements or trial to the court or jury. For prosecution by jury trial scheduled by the Court in excess of the two (2) days per week described above, said Interim City Law Directors/ Interim Assistant City Prosecutors shall be paid an additional sum at the same hourly rate as provided in Section 3, herein.

2. Interim Law Director

In the capacity of Interim Law Director, the Attorney shall perform the following duties:

- A. The Attorney shall attend all regular meetings of Council and the Treasury Investment Board, unless excused.
- B. The Attorney shall attend special meetings when requested to do so by the Council.
- C. Assist the Council Clerk in preparing and reviewing ordinances and resolutions, review contracts and other legal documents necessary to the functioning of the City government.
- D. Provide legal advice to officials as requested, relating to City business and provide written legal opinions, as may from time to time be requested by the Mayor, City Council or the Interim City Manager.
- E. Be reasonably available by telephone for consultation with the Interim City Manager, Mayor or Council members, during normal business hours, Monday through Friday.
- F. To supervise all City litigation and to cooperate and assist in the defense of all litigation with the Attorney(s) for the City's Liability Insurance Carrier.
- G. Attend all hearings for appeals before the Newton Falls City Board of Zoning Appeals, to advise said Board in their proceedings, as requested from time to time by the Board of Zoning Appeals.

H. Be available to consult with the Interim City Manager seven days per week, within reason.

(b) During the term of this Contract the Interim City Law Director and Interim City Law Directors/ Interim Assistant City Prosecutors shall comply with all Rules and Regulations of Superintendency for Governance of the Bar, including all continuing legal education requirements and certifications, and shall be a member in good standing of the Bar of the State of Ohio.

Section 2: Term:

The term of this agreement shall be for that time period that an Interim Law Director is necessary as determined by the Interim City Manager.

Either party may terminate this Contract upon 30-days written notice. The Interim Law Director and Interim City Manager agree that no severance payments shall be made, so that both the Interim Law Director and the Interim City Manager have the ability to terminate this Contract upon 30-days written notice without penalty.

Section 3: Compensation:

The Interim Law Director shall be compensated as follows: The Interim Law Director shall be paid \$165.00 per hour. The Interim City Law Directors/Interim Assistant City Prosecutors shall be paid \$145.00 per hour. The Parties agree that there will be no fringe benefits nor salary as this position is that of Independent Contractor.

(A) **Secretarial/Clerical Assistance**

The Interim Law Director and Interim City Manager agree that the law firm of Roderick Linton Belfance, LLP has sufficient administrative assistants, therefore, the City does not need to provide secretarial/clerical assistance.

(B) **Payment of Compensation**

The Interim Law Director and Interim City Law Directors/Interim Assistant City Prosecutors shall bill monthly for their services.

Section 4: Expenses:

- (A) The City shall reimburse the Interim Law Director and the Interim City Law Directors/ Interim Assistant City Prosecutors for any and all out-of-pocket extraordinary expenses incurred in providing services to the City as prescribed above, such as extraordinary postage, copies, court filing fees and costs, court reporter and transcript services.
- (B) For the remainder of calendar year 2021 the City need not pay the Interim Law Director or the Interim City Law Directors'/ Interim Assistant City Prosecutors' membership dues to the Ohio Municipal League for the Association for Municipal Lawyers or similar professional organizations for Municipal Lawyers. If this Contract is extended into calendar year 2022, then the City shall pay those membership dues.
- (C) Should this Contract extend into calendar year 2022, then upon advanced request and approval by the Interim City Manager when deemed beneficial to the City, the City will reimburse the Interim Law Director and/or Interim City Law Directors/ Interim Assistant City Prosecutors for the costs of attending educational seminars in Municipal Law and Criminal Law, including registration fees, travel, food, and lodging. Given the extensive experience of both the Interim Law Director and Interim City Law Directors/ Interim Assistant City Prosecutors, no such reimbursements will be due in calendar year 2021.

Section 5: Modification:

This Contract may be modified by mutual agreement of the Parties hereto, provided, however, that any such modification shall be reduced in writing.

Section 6: Indemnification:

The City shall provide professional liability insurance for the Interim Law Director and the Interim City Law Directors/ Interim Assistant City Prosecutors in their capacity of Interim Law Director and Interim City Law Directors/Interim Assistant City Prosecutors for the City, and shall be designated as a named-insured thereon all City liability insurance policies obtained and maintained therefore. City shall indemnify and hold the Interim Law Director and Interim City Law Directors/Interim Assistant City Prosecutors harmless as to any claims, damages and liability arising out of the exercise of their authority within the scope of their duties and services provided herein.

The City is fully aware of past matters handled by the Interim Law Director and the Interim City Law Directors/Interim Assistant City Prosecutors and have voluntarily and knowingly executed a waiver of potential conflicts.

IN WITNESS WHEREOF, the City has caused this Contract to be executed by its Interim City Manager and duly attested by its Clerk, and the Interim Law Director has also executed this Contract on this date.

Pamela S. Priddy – Interim City Manager (date)

Alfred E. Schrader – Partner (date)
Roderick Linton Belfance, LLP
Interim City Law Director

ATTEST:

Kathleen M. King – City Council Clerk (date)

ORDINANCE NO.: 2021-33

VILLAGE OF NEWTON FALLS

SPONSORED BY: Mayor

AN ORDINANCE ADVANCING THE SUM OF \$116,000.00 FROM THE GENERAL FUND (100) TO THE PERMISSIVE AUTO FUND (203), AND DECLARING AN EMERGENCY.

WHEREAS, Council has directed the finance director to pay Shelly & Sands, Inc. for 2021 street resurfacing program; and

WHEREAS, Currently the Permissive Auto fund (203) to not have the available resources to pay for these costs; and

WHEREAS, it is necessary to advance the sum of \$116,000.00 from the General Fund (100) to the Permissive Auto Fund (203) to create the available resources for these costs.

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

Section 1: That there be advanced from the General Fund (100), the sum of \$116,000.00 cash to the permissive Auto Fund (203).

Section 2: That the Permissive Auto Fund (203) shall repay the General Fund advance (100) in full by no later than 2023.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the Village of Newton Falls and the inhabitants thereof, for the reason that the subject advance is immediately necessary to make the vendor whole for the 2021 street resurfacing services performed, and provided it receives the necessary affirmative votes as required by the passage and approval by the Council; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED IN COUNCIL THIS 15th DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

ORDINANCE NO.: 2021-33

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathy King, Clerk of Council

ORDINANCE NO.: 2021-34

VILLAGE OF NEWTON FALLS

SPONSORED BY: Mayor

AN ORDINANCE ADVANCING THE SUM OF \$52,000 FROM THE SEWER RESERVE FUND (520) TO THE SEWER FUND (502) TO PROVIDE THE RESOURCES FOR REPAIRS TO A WATER CLARIFIER UNIT, AND DECLARING AN EMERGENCY.

WHEREAS, The Sewer Department has obtained a quote to repair the Clarifier Unit of approximately \$52,000 for equipment and labor to repair a Water Clarifier Unit.; and

WHEREAS, Currently the Sewer fund (502) to not have enough available resources to pay for these costs; and

WHEREAS, it is necessary to advance the sum of \$52,000 cash from the Sewer Reserve fund (520) to the Sewer Fund (502) to enable this fund to have the available resources to repair the equipment.

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

Section 1: That there be advanced from the Sewer Reserve Fund (520), the sum of \$52,000.00 cash to the Sewer Fund (502).

Section 2: That the Sewer Fund (502) shall repay the Sewer Reserve (520) in full by no later than December 2023.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the Village of Newton Falls and the inhabitants thereof, for the reason that the subject advance is immediately necessary to ensure the continued services to residents, and provided it receives the necessary affirmative votes as required by the passage and approval by the Council; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED IN COUNCIL THIS 15th DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____

ORDINANCE NO.: 2021-34

Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathy King, Clerk of Council

ORDINANCE NO.: 2021-35

VILLAGE OF NEWTON FALLS

SPONSORED BY: Mayor Kline

AN ORDINANCE TRANSFERRING THE SUM OF \$65,000 FROM THE GENERAL FUND TO THE STREET CMR FUND (201) TOTALING \$40,000 AND CAPITAL IMPROVEMENT FUND (400) TOTALING \$25,000, AND DECLARING AN EMERGENCY.

WHEREAS, the General Fund commonly subsidizes both the Street CMR and Capital Improvement Funds when other taxes or sources are inadequate to cover their costs.

WHEREAS, where it has been determined by the finance director that both the Street CMR fund and Capital Improvement Fund will require a transfer from the General Fund to have the proper available resources to cover these funds 2021 costs.

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

Section 1. That the Finance Director is authorized to Transfer \$65,000 Dollars from the General Fund to the Street CMR and Capital Improvement funds:

From: 201-0000-41911	\$40,000
To: 400-0000-41911	\$25,000

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the Village of Newton Falls and the inhabitants thereof, for the reason that the efficient administration of public finances is an immediate concern, and provided it receives the necessary affirmative votes as required by the Village Charter, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED IN COUNCIL THIS 15th DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ORDINANCE NO.: 2021-35

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathy King, Clerk of Council

SPONSOR: Mayor Kline

ORDINANCE 2021-36

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 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY.

WHEREAS, It is necessary to make appropriations for the current expenses and other expenditures for the City of Newton Falls, Ohio, for the fiscal year ending December 31, 2021;

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

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

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

Section 1: “Exhibit A” attached hereto as if fully rewritten herein amends “Exhibit A” of ordinance 2020-39 and 2021-35 and shall be the appropriations for the funds designated for the fiscal year ending December 31, 2021 for the City of Newton Falls. Any funds not listed in this exhibit shall remain intact as listed in Ordinance 2020-39.

Section 2: The City Director of Finance is hereby authorized to draw her warrants on the City Treasury for payment of the foregoing appropriations, upon receiving proper certification and vouchers thereof, and no salaries or wages shall be paid except to persons employed by authority of and in accordance with law or ordinance.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, thereof, for the reason that setting a realistic monetary limit on the City Manager's contracting authority is immediately necessary to promote the efficient administration of City government, and provided it receives the necessary affirmative votes required for passage as an emergency measure, it shall be effective immediately; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED IN COUNCIL THIS 15th DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathy King, Clerk of Council

CITY OF NEWTON FALLS		2021 Current Appropriations	2021 Proposed Appropriations	Difference
100 General Fund				
POLICE				
Personal Services	Legal Level	506,850.00	506,850.00	-
Other Operations	Legal Level	138,800.00	143,800.00	5,000.00
	Total:	645,650.00	650,650.00	5,000.00
Police Support				
Personal Services	Legal Level	14,560.00	14,560.00	-
Other Operations	Legal Level	35,000.00	35,000.00	-
	Total:	49,560.00	49,560.00	-
FIRE				
Other Operations	Legal Level	70,837.00	70,837.00	-
	Total:	70,837.00	70,837.00	-
ZONING				
Personal Services	Legal Level	91,000.00	91,000.00	-
Other Operations	Legal Level	54,205.00	54,205.00	-
	Total:	145,205.00	145,205.00	-
GENERAL ADMINISTRATION				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
	Total:	-	-	-
CITY ADMINISTRATION				
Personal Services	Legal Level	122,965.52	137,630.02	14,664.50
Other Operations	Legal Level	63,237.94	63,237.94	-
	Total:	186,203.46	200,867.96	14,664.50
Council				
Personal Services	Legal Level	9,510.61	9,510.61	-
Other Operations	Legal Level	130,949.50	130,412.29	-
	Total:	140,460.11	139,922.90	-
MUNICIPAL COURT				
Personal Services	Legal Level	643,248.00	643,248.00	-
Other Operations	Legal Level	31,434.00	31,434.00	-
	Total:	674,682.00	674,682.00	-
FINANCE				
Personal Services	Legal Level	92,597.93	92,597.93	-
Other Operations	Legal Level	24,587.00	24,945.78	-
	Total:	117,184.93	117,543.72	-
BOARDS & COMMISSIONS				
Personal Services	Legal Level	800.00	800.00	-
Other Operations	Legal Level	300.00	300.00	-
	Total:	1,100.00	1,100.00	-
LAW				
Personal Services	Legal Level	45,779.58	45,779.58	-
Other Operations	Legal Level	5,473.14	5,455.33	-
	Total:	51,252.72	51,234.91	-
BUILDING MAINTENANCE				
Personal Services	Legal Level	85,500.00	85,500.00	-
Other Operations	Legal Level	567,100.00	567,100.00	-

CITY OF NEWTON FALLS		2021 Current Appropriations	2021 Proposed Appropriations	Difference
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Total:		652,600.00	652,600.00	-
TRANSFERS OUT				
Other Operations	Legal Level	193,300.00	281,900.00	88,600.00
	Total:	193,300.00	281,900.00	88,600.00
100	Total:	2,928,035.22	3,036,103.49	108,264.50

101	GENERAL FUND RESERV			
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Other Operations	Legal Level	80,000.00	80,000.00	-
101	Total:	80,000.00	80,000.00	-

201	STREET CMR			
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Personal Services	Legal Level	396,550.00	396,550.00	-
Other Operations	Legal Level	89,050.00	57,050.00	(32,000.00)
201	Total:	485,600.00	453,600.00	(32,000.00)

202	STATE HIGHWAY IMPRO			
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Other Operations	Legal Level	7,000.00	7,000.00	-
202	Total:	7,000.00	7,000.00	-

203	PERMISSIVE AUTO			
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Other Operations	Legal Level	69,400.00	248,900.00	179,500.00
203	Total:	69,400.00	248,900.00	179,500.00

204	PARK AND RECREATION			
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Personal Services	Legal Level	1,870.00	1,870.00	-
Other Operations	Legal Level	52,300.00	49,900.00	(2,400.00)
204	Total:	54,170.00	51,770.00	(2,400.00)

204	PARK AND RECREATION			
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Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	4,400.00	4,400.00
204	Total:	-	4,400.00	4,400.00

208	DRUG LAW ENFORCEMEN			
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Other Operations	Legal Level	1,000.00	1,000.00	-
208	Total:	1,000.00	1,000.00	-

214	SR CITIZEN VAN			
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Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
214	Total:	-	-	-

215	INDIGENT DRIVERS			
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Other Operations	Legal Level	7,000.00	7,000.00	-
215	Total:	7,000.00	7,000.00	-

216	ECONOMIC DEVELOPMEN			
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CITY OF NEWTON FALLS		2021 Current Appropriations	2021 Proposed Appropriations	Difference
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
216	Total:	-	-	-
217 ECONOMIC/HILP				
Other Operations	Legal Level	20,000.00	20,000.00	-
217	Total:	20,000.00	20,000.00	-
217 HOME IMPROVEMENT LOA				
Other Operations	Legal Level	-	-	-
217	Total:	-	-	-
218 LAW LIBRARY				
Other Operations	Legal Level	15,000.00	15,000.00	-
218	Total:	15,000.00	15,000.00	-
219 ENFORCEMENT AND EDU				
Other Operations	Legal Level	8,500.00	8,500.00	-
219	Total:	8,500.00	8,500.00	-
220 SPECIAL LEVY POLICE				
Personal Services	Legal Level	17,634.00	17,634.00	-
Other Operations	Legal Level	316.00	316.00	-
220	Total:	17,950.00	17,950.00	-
221 INCOME TAX				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	940,110.00	940,110.00	-
221	Total:	940,110.00	940,110.00	-
222 COURT COMPUTERIZATI				
Other Operations	Legal Level	150,000.00	196,000.00	46,000.00
222	Total:	150,000.00	196,000.00	46,000.00
223 COURT GENERAL SPECI				
Other Operations	Legal Level	300,000.00	300,000.00	-
223	Total:	300,000.00	300,000.00	-
224 COURT SECURITY/DIVE				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	5,000.00	5,000.00	-
224	Total:	5,000.00	5,000.00	-
225 INDIGENT DRIVERS AL				
Other Operations	Legal Level	10,000.00	10,000.00	-
225	Total:	10,000.00	10,000.00	-

CITY OF NEWTON FALLS		2021 Current Appropriations	2021 Proposed Appropriations	Difference
227	PROBATION INCENTIVE			
Other Operations	Legal Level	-	-	-
227	Total:	-	-	-
228	JUSTICE REINVESTMEN			
Other Operations	Legal Level	-	250.00	250.00
228	Total:	-	250.00	250.00
229	DRUG DIVERSION HALO			
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
229	Total:	-	-	-
230	JUSTICE REINVESTMEN			
Other Operations	Legal Level	20,388.00	26,796.00	6,408.00
230	Total:	20,388.00	26,796.00	6,408.00
231	COVID-19 FED CARES			
Other Operations	Legal Level	-	-	-
231	Total:	-	-	-
232	COURT COVID-19 TECH			
Other Operations	Legal Level	-	-	-
232	Total:	-	-	-
233	ARPA LOCAL FISCAL R			
Personal Services	Legal Level	234,000.00	234,000.00	-
Other Operations	Legal Level	-	-	-
233	Total:	234,000.00	234,000.00	-
400	CAPITAL IMPROVEMENT			
Other Operations	Legal Level	62,229.00	81,229.00	(1,000.00)
400	Total:	62,229.00	81,229.00	19,000.00
402	ROAD BUIDLING AND EQ			
Other Operations	Legal Level	-	-	-
402	Total:	-	-	-
405	FUTURE BUILDING FUND			
Other Operations	Legal Level	-	-	-
405	Total:	-	-	-
407	CITY HALL BROAD ST C			
Other Operations	Legal Level	-	-	-
407	Total:	-	-	-
408	PARK FENCE CAPITAL P			

CITY OF NEWTON FALLS		2021 Current Appropriations	2021 Proposed Appropriations	Difference
Other Operations 408	Legal Level Total:	- -	- -	- -
409 MEDLEY SEWER CAPITAL				
Other Operations 409	Legal Level Total:	175,800.00 175,800.00	2,713.85 2,713.85	(173,086.15) (173,086.15)
410 AMI METERING PROJECT				
Other Operations 410	Legal Level Total:	2,640,372.00 2,640,372.00	2,640,372.00 2,640,372.00	- -
501 WATER OPERATING				
Personal Services Other Operations 501	Legal Level Legal Level Total:	486,350.00 887,100.00 1,373,450.00	486,350.00 887,100.00 1,373,450.00	- - -
501 WATER OPERATING				
Personal Services Other Operations 501	Legal Level Legal Level Total:	462,800.00 735,975.00 1,198,775.00	462,800.00 735,975.00 1,198,775.00	- - -
502 SEWER OPERATING				
Personal Services Other Operations 502	Legal Level Legal Level Total:	536,110.00 935,400.00 1,471,510.00	536,110.00 940,400.00 1,476,510.00	- 5,000.00 5,000.00
503 ELECTRIC OPERATING				
Personal Services Other Operations 503	Legal Level Legal Level Total:	560,900.00 5,971,300.00 6,532,200.00	560,900.00 6,076,300.00 6,637,200.00	- 105,000.00 105,000.00
504 STORMWATER OPERATING				
Other Operations 504	Legal Level Total:	299,750.00 342,246.00	299,750.00 352,246.00	- 10,000.00
505 WATER OPWC ISSUE 1				
Other Operations 505	Legal Level Total:	- -	- -	- -
506 SEWER OPWC ISSUE 1				
Other Operations 506	Legal Level Total:	- -	- -	- -
507 ELECTRIC REPLACEMENT				
Other Operations 507	Legal Level Total:	- -	- -	- -

CITY OF NEWTON FALLS		2021 Current Appropriations	2021 Proposed Appropriations	Difference
508 GUARANTEE TRUST				
Other Operations	Legal Level	33,500.00	33,500.00	-
508	Total:	33,500.00	33,500.00	-
510 REFUSE				
Other Operations	Legal Level	326,600.00	335,100.00	8,500.00
510	Total:	326,600.00	335,100.00	8,500.00
514 UTILITY OFFICE				
Personal Services	Legal Level	158,531.00	158,531.00	-
Other Operations	Legal Level	130,800.00	130,800.00	-
514	Total:	289,331.00	289,331.00	-
515 UTILITY ADMINISTRATI				
Other Operations	Legal Level	-	-	-
515	Total:	-	-	-
516 SEWER DEBT				
Other Operations	Legal Level	462,153.00	452,828.00	(9,325.00)
516	Total:	462,153.00	452,828.00	(9,325.00)
517 ELECTRIC DEBT				
Other Operations	Legal Level	965,500.00	965,500.00	-
517	Total:	965,500.00	965,500.00	-
518 ELECTRIC CONSTRUCTIO				
Other Operations	Legal Level	-	-	-
518	Total:	-	-	-
519 WATER DEBT SERVICE				
Other Operations	Legal Level	272,130.00	272,130.00	-
519	Total:	272,130.00	272,130.00	-
520 SEWER RESERVE				
Other Operations	Legal Level	382,485.00	13.00	(382,472.00)
520	Total:	382,485.00	13.00	(382,472.00)
521 DEBT RETIRE 2020 BON				
Other Operations	Legal Level	385,199.00	385,199.00	-
521	Total:	385,199.00	385,199.00	-
602 EMPLOYEE BENEFITS				
Other Operations	Legal Level	1,000,000.00	1,000,000.00	-
602	Total:	1,000,000.00	1,000,000.00	-
705 TRUMBULL COUNTY CAPI				
Other Operations	Legal Level	8,500.00	8,500.00	-

CITY OF NEWTON FALLS		2021 Current Appropriations	2021 Proposed Appropriations	Difference
705	Total:	8,500.00	8,500.00	-
706	UNCLAIMED MONIES			
Other Operations	Legal Level	-	-	-
706	Total:	-	-	-
707	FIRE CLAIMS			
Other Operations	Legal Level	-	-	-
707	Total:	-	-	-
708	SUMMER CONCERT SERIE			
Other Operations	Legal Level	-	-	-
708	Total:	-	-	-
709	FLOWER FUND			
Other Operations	Legal Level	5,000.00	5,000.00	-
709	Total:	5,000.00	5,000.00	-
710	BASKETBALL HOOP FUND			
Other Operations	Legal Level	-	-	-
710	Total:	-	-	-
711	FIRE/TWNSP FUEL			
Other Operations	Legal Level	33,300.00	33,800.00	500.00
711	Total:	33,300.00	33,800.00	500.00
Grand Total:		23,313,433.22	23,206,776.34	(106,460.65)

SPONSOR: Mayor Kline

ORDINANCE 2021-37

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, 2022 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY.

WHEREAS, It is necessary to make appropriations for the current expenses and other expenditures for the City of Newton Falls, Ohio, for the fiscal year ending December 31, 2022;

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

WHEREAS, the appropriations will require the Certificate of Resources to be filed with the Trumbull County Auditor.

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

Section 1: “Exhibit A” attached hereto as if fully rewritten herein shall be the appropriations for the funds designated for the fiscal year ending December 31, 2022 for the City of Newton Falls.

Section 2: The City Director of Finance is hereby authorized to draw her warrants on the City Treasury for payment of the foregoing appropriations, upon receiving proper certification and vouchers thereof, and no salaries or wages shall be paid except to persons employed by authority of and in accordance with law or ordinance.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, thereof, for the reason that setting a realistic monetary limit on the City Manager's contracting authority is immediately necessary to promote the efficient administration of City government, and provided it receives the necessary affirmative votes required for passage as an emergency measure, it shall be effective immediately; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED IN COUNCIL THIS 15th DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

Kathy King, Clerk of Council

CITY OF NEWTON FALLS	Exhibit A	2022 Budget
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100	General Fund	100	
POLICE		POLICE	
Personal Services	Legal Level	Personal Services	476,930.00
Other Operations	Legal Level	Other Operations	132,200.00
	Total:		609,130.00
Police Support		Police Support	
Personal Services	Legal Level	Personal Services	14,560.00
Other Operations	Legal Level	Other Operations	30,000.00
	Total:		44,560.00
FIRE		FIRE	
Other Operations	Legal Level	Other Operations	70,837.00
	Total:		70,837.00
ZONING		ZONING	
Personal Services	Legal Level	Personal Services	82,579.20
Other Operations	Legal Level	Other Operations	43,600.00
	Total:		126,179.20
GENERAL ADMINISTRATION		GENERAL ADMINISTRATION	
Personal Services	Legal Level	Personal Services	-
Other Operations	Legal Level	Other Operations	-
	Total:		-
CITY ADMINISTRATION		CITY ADMINISTRATION	
Personal Services	Legal Level	Personal Services	84,953.37
Other Operations	Legal Level	Other Operations	28,162.48
	Total:		113,115.85
Council		Council	
Personal Services	Legal Level	Personal Services	9,510.61
Other Operations	Legal Level	Other Operations	23,265.62
	Total:		32,776.24
MUNICIPAL COURT		MUNICIPAL COURT	
Personal Services	Legal Level	Personal Services	607,996.00
Other Operations	Legal Level	Other Operations	31,434.00
	Total:		639,430.00
FINANCE		FINANCE	
Personal Services	Legal Level	Personal Services	68,219.00
Other Operations	Legal Level	Other Operations	22,420.18
	Total:		90,639.18
BOARDS & COMMISSIONS		BOARDS & COMMISSIONS	
Personal Services	Legal Level	Personal Services	800.00
Other Operations	Legal Level	Other Operations	300.00
	Total:		1,100.00
LAW		LAW	
Personal Services	Legal Level	Personal Services	53,458.73

CITY OF NEWTON FALLS	Exhibit A	2022 Budget
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Other Operations	Legal Level	Other Operations	5,455.33
	Total:		58,914.07
BUILDING MAINTENANCE		BUILDING MAINTENANCE	
Personal Services	Legal Level	Personal Services	38,104.00
Other Operations	Legal Level	Other Operations	100,400.00
	Total:		138,504.00
TRANSFERS OUT		TRANSFERS OUT	
Other Operations	Legal Level	Other Operations	253,067.00
	Total:		253,067.00
100	Total: 100		2,178,252.54

101	GENERAL FUND RESERV	101	
Other Operations	Legal Level	Other Operations	-
101	Total: 101		-

201	STREET CMR	201	
Personal Services	Legal Level	Personal Services	363,846.00
Other Operations	Legal Level	Other Operations	77,050.00
201	Total: 201		440,896.00

202	STATE HIGHWAY IMPRO	202	
Other Operations	Legal Level	Other Operations	7,000.00
202	Total: 202		7,000.00

203	PERMISSIVE AUTO	203	
Other Operations	Legal Level	Other Operations	109,150.00
203	Total: 203		109,150.00

204	PARK AND RECREATION	204	
Personal Services	Legal Level	Personal Services	1,870.00
Other Operations	Legal Level	Other Operations	23,400.00
204	Total: 204		25,270.00

204	PARK AND RECREATION	204	
Personal Services	Legal Level	Personal Services	-
Other Operations	Legal Level	Other Operations	4,400.00
204	Total: 204		4,400.00

208	DRUG LAW ENFORCEMEN	208	
Other Operations	Legal Level	Other Operations	1,000.00
208	Total: 208		1,000.00

CITY OF NEWTON FALLS	Exhibit A	2022 Budget
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214	SR CITIZEN VAN	214
-----	----------------	-----

Personal Services	Legal Level	Personal Services	-
Other Operations	Legal Level	Other Operations	-
214		Total: 214	-

215	INDIGENT DRIVERS	215
-----	------------------	-----

Other Operations	Legal Level	Other Operations	7,000.00
215		Total: 215	7,000.00

216	ECONOMIC DEVELOPMEN	216
-----	---------------------	-----

Personal Services	Legal Level	Personal Services	-
Other Operations	Legal Level	Other Operations	-
216		Total: 216	-

217	ECONOMIC/HILP	217
-----	---------------	-----

Other Operations	Legal Level	Other Operations	20,000.00
217		Total: 217	20,000.00

217	HOME IMPROVEMENT LOA	217
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	-
217		Total: 217	-

218	LAW LIBRARY	218
-----	-------------	-----

Other Operations	Legal Level	Other Operations	15,000.00
218		Total: 218	15,000.00

219	ENFORCEMENT AND EDU	219
-----	---------------------	-----

Other Operations	Legal Level	Other Operations	8,500.00
219		Total: 219	8,500.00

220	SPECIAL LEVY POLICE	220
-----	---------------------	-----

Personal Services	Legal Level	Personal Services	17,634.00
Other Operations	Legal Level	Other Operations	316.00
220		Total: 220	17,950.00

221	INCOME TAX	221
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Personal Services	Legal Level	Personal Services	-
Other Operations	Legal Level	Other Operations	940,110.00
221		Total: 221	940,110.00

CITY OF NEWTON FALLS	Exhibit A	2022 Budget
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222	COURT COMPUTERIZATI	222	
Other Operations	Legal Level	Other Operations	117,000.00
222		Total: 222	117,000.00

223	COURT GENERAL SPECI	223	
Other Operations	Legal Level	Other Operations	10,000.00
223		Total: 223	10,000.00

224	COURT SECURITY/DIVE	224	
Personal Services	Legal Level	Personal Services	-
Other Operations	Legal Level	Other Operations	5,000.00
224		Total: 224	5,000.00

225	INDIGENT DRIVERS AL	225	
Other Operations	Legal Level	Other Operations	10,000.00
225		Total: 225	10,000.00

227	PROBATION INCENTIVE	227	
Other Operations	Legal Level	Other Operations	-
227		Total: 227	-

228	JUSTICE REINVESTMEN	228	
Other Operations	Legal Level	Other Operations	-
228		Total: 228	-

229	DRUG DIVERSION HALO	229	
Personal Services	Legal Level	Personal Services	-
Other Operations	Legal Level	Other Operations	-
229		Total: 229	-

230	JUSTICE REINVESTMEN	230	
Other Operations	Legal Level	Other Operations	10,796.00
230		Total: 230	10,796.00

231	COVID-19 FED CARES	231	
Other Operations	Legal Level	Other Operations	-
231		Total: 231	-

232	COURT COVID-19 TECH	232	
Other Operations	Legal Level	Other Operations	-
232		Total: 232	-

2022 APPROPRIATIONS, EXHIBIT A

CITY OF NEWTON FALLS	Exhibit A	2022 Budget
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233	ARPA LOCAL FISCAL R	233
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Personal Services	Legal Level	Personal Services	234,000.00
Other Operations	Legal Level	Other Operations	-
233	Total: 233		234,000.00

400	CAPITAL IMPROVEMENT	400
-----	---------------------	-----

Other Operations	Legal Level	Other Operations	61,229.00
400	Total: 400		61,229.00

402	ROAD BUIDLING AND EQ	402
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	-
402	Total: 402		-

405	FUTURE BUILDING FUND	405
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	-
405	Total: 405		-

407	CITY HALL BROAD ST C	407
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	-
407	Total: 407		-

408	PARK FENCE CAPITAL P	408
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	-
408	Total: 408		-

409	MEDLEY SEWER CAPITAL	409
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	2,713.85
409	Total: 409		2,713.85

410	AMI METERING PROJECT	410
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	-
410	Total: 410		-

501	WATER OPERATING	501
-----	-----------------	-----

Personal Services	Legal Level	Personal Services	456,718.00
Other Operations	Legal Level	Other Operations	678,100.00
501	Total: 501		1,134,818.00

501	WATER OPERATING	501
-----	-----------------	-----

Personal Services	Legal Level	Personal Services	435,152.00
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CITY OF NEWTON FALLS	Exhibit A	2022 Budget
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Other Operations 501	Legal Level Total: 501	Other Operations	485,975.00 921,127.00
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502	SEWER OPERATING	502	
Personal Services	Legal Level	Personal Services	499,870.00
Other Operations	Legal Level	Other Operations	870,400.00
502	Total: 502		1,370,270.00

503	ELECTRIC OPERATING	503	
Personal Services	Legal Level	Personal Services	514,300.00
Other Operations	Legal Level	Other Operations	5,965,800.00
503	Total: 503		6,480,100.00

504	STORMWATER OPERATING	504	
Other Operations	Legal Level	Other Operations	14,750.00
504	Total: 504		61,189.00

505	WATER OPWC ISSUE 1	505	
Other Operations	Legal Level	Other Operations	-
505	Total: 505		-

506	SEWER OPWC ISSUE 1	506	
Other Operations	Legal Level	Other Operations	-
506	Total: 506		-

507	ELECTRIC REPLACEMENT	507	
Other Operations	Legal Level	Other Operations	-
507	Total: 507		-

508	GUARANTEE TRUST	508	
Other Operations	Legal Level	Other Operations	33,500.00
508	Total: 508		33,500.00

510	REFUSE	510	
Other Operations	Legal Level	Other Operations	334,600.00
510	Total: 510		334,600.00

514	UTILITY OFFICE	514	
Personal Services	Legal Level	Personal Services	144,099.00
Other Operations	Legal Level	Other Operations	130,800.00
514	Total: 514		274,899.00

CITY OF NEWTON FALLS	Exhibit A	2022 Budget
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515	UTILITY ADMINISTRATI	515
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	-
515		Total: 515	-

516	SEWER DEBT	516
-----	------------	-----

Other Operations	Legal Level	Other Operations	452,828.00
516		Total: 516	452,828.00

517	ELECTRIC DEBT	517
-----	---------------	-----

Other Operations	Legal Level	Other Operations	965,500.00
517		Total: 517	965,500.00

518	ELECTRIC CONSTRUCTIO	518
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	-
518		Total: 518	-

519	WATER DEBT SERVICE	519
-----	--------------------	-----

Other Operations	Legal Level	Other Operations	272,130.00
519		Total: 519	272,130.00

520	SEWER RESERVE	520
-----	---------------	-----

Other Operations	Legal Level	Other Operations	-
520		Total: 520	-

521	DEBT RETIRE 2020 BON	521
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	385,199.00
521		Total: 521	385,199.00

602	EMPLOYEE BENEFITS	602
-----	-------------------	-----

Other Operations	Legal Level	Other Operations	1,000,000.00
602		Total: 602	1,000,000.00

705	TRUMBULL COUNTY CAPI	705
-----	----------------------	-----

Other Operations	Legal Level	Other Operations	8,500.00
705		Total: 705	8,500.00

706	UNCLAIMED MONIES	706
-----	------------------	-----

Other Operations	Legal Level	Other Operations	-
706		Total: 706	-

CITY OF NEWTON FALLS		Exhibit A	2022 Budget
707	FIRE CLAIMS	707	
Other Operations	Legal Level	Other Operations	-
707	Total: 707		-
708	SUMMER CONCERT SERIE	708	
Other Operations	Legal Level	Other Operations	-
708	Total: 708		-
709	FLOWER FUND	709	
Other Operations	Legal Level	Other Operations	5,000.00
709	Total: 709		5,000.00
710	BASKETBALL HOOP FUND	710	
Other Operations	Legal Level	Other Operations	-
710	Total: 710		-
711	FIRE/TWNSP FUEL	711	
Other Operations	Legal Level	Other Operations	33,800.00
711	Total: 711		33,800.00
Grand Total:		Grand Total:	17,958,727.39

SPONSOR: SPLETZER

RESOLUTION 39-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE VARIOUS CONTRACTS WITH PAN AMERICAN FOR EMPLOYEE HEALTH CARE BENEFIT NEEDS.

WHEREAS, The City of Newton Fall received quotes for employee health insurance coverage for 2022; and

WHEREAS, The City of Newton Falls would like to contract with Pan American of Ohio for employee benefit needs and developing short term and long-range benefit strategies; and

WHEREAS, City Council has appropriated funds in the 2022 budget and wishes to authorize the City Manager to enter into a contract.

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

Section 1: The Newton Falls City Manager is hereby authorized to enter into and execute various contracts with Pan American, for employee health care benefits.

Section 2. That any ordinances or resolutions of the City of the Village of Newton Falls in conflict herewith are hereby repealed, and that any and all ordinances and resolutions consistent herewith ratified and confirmed.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED IN COUNCIL THIS ____ DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

SPONSOR: BARYAK

RESOLUTION 40-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PURCHASE AND INSTALLATION OF A W24P DRIVE UNIT REPLACEMENT FOR 50' DIA. BSC-D CLARIFIER FOR THE WASTEWATER TREATMENT PLANT.

WHEREAS, A clarifier in the Wastewater Treatment has failed. This leaves the department with one clarifier in operation which directly affects the treatment process; and

WHEREAS, The Wastewater Treatment Plant in order to function properly must replace the clarifier drive unit; and

WHEREAS, Proposals have been received and the Superintendent of the plant recommends purchasing the clarifier from Ovivo USA, LLC and installation by A. P. O'Horo Company; and

WHEREAS, Authorization to purchase the clarifier unit at soon as possible is imperative because delivery is estimated to be four to five months after receipt of order.

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

Section 1: Newton Falls City Council hereby authorizes the City Manager to enter into an agreement with Ovivo USA, LLC to purchase a W24P Drive Unit Replacement for 50" dia. BSC-D Clarifier and installation by A.P. O'Horo Company with an approximate cost of \$52,000 (Fifty-Two Thousand Dollars).

Section 2. That any ordinances or resolutions of the City of the Village of Newton Falls in conflict herewith are hereby repealed, and that any and all ordinances and resolutions consistent herewith ratified and confirmed.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED IN COUNCIL THIS _____ DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director



Fwd: Replacement of Clarifier Drive Unit

1 message

City Manager <CityManager@newtonfalls.oh.gov>
To: Kathy King <cityclerk@ci.newtonfalls.oh.us>

Wed, Dec 8, 2021 at 2:45 PM

Can you put this on the agenda

Sent from my iPhone

Begin forwarded message:


From: Mike Novotny <wastewater@ci.newtonfalls.oh.us>
Date: December 8, 2021 at 2:38:54 PM EST
To: City Manager <CityManager@newtonfalls.oh.gov>
Cc: Finance Director <FinanceDirector@newtonfalls.oh.gov>
Subject: Replacement of Clarifier Drive Unit

Pam,


I have a Final Clarifier main Drive Unit at the WWTP that has failed and has to be replaced. I have been in conversation with Sean regarding this. I am emailing you due to the cost of this unit and it exceeding the \$25,000 limit that council has put in place. replacement of this unit is not an option but has to be done. With this unit down I only have 1 clarifier in operation and that directly affects our treatment process. I have to get this purchase approved and the unit ordered due to the fact that delivery of the new unit is 4-5 months after receipt of order. You will find attached the quote for the drive unit, the purchase orders that I have written and forwarded to Pam. One purchase order is for the purchase of the drive unit and the second is for the installation of the unit. I will forward the email from AP O'Horo with the labor cost quoted immediately following this one. If you have any questions please let me know.

Mike

3 attachments

 **Newton Falls WWTP Ovivo W24P Drive quote for use with 50 foot bridge supported Clarifier.pdf**
823K

 **Ovivo Drive Unit Purchase Order.pdf**
726K

 **AP O'Horo Drive Unit Install Purchase Order.pdf**
699K



Worldwide Experts
in Water Treatment

PROPOSAL

Q11182021-SMW

18 NOVEMBER 2021

NEWTON FALLS WWTP NEWTON FALLS, OH

PROJECT

W24P Drive Unit Replacement for
50' dia. BSC-D Clarifier
Serial #CSW0000020-100

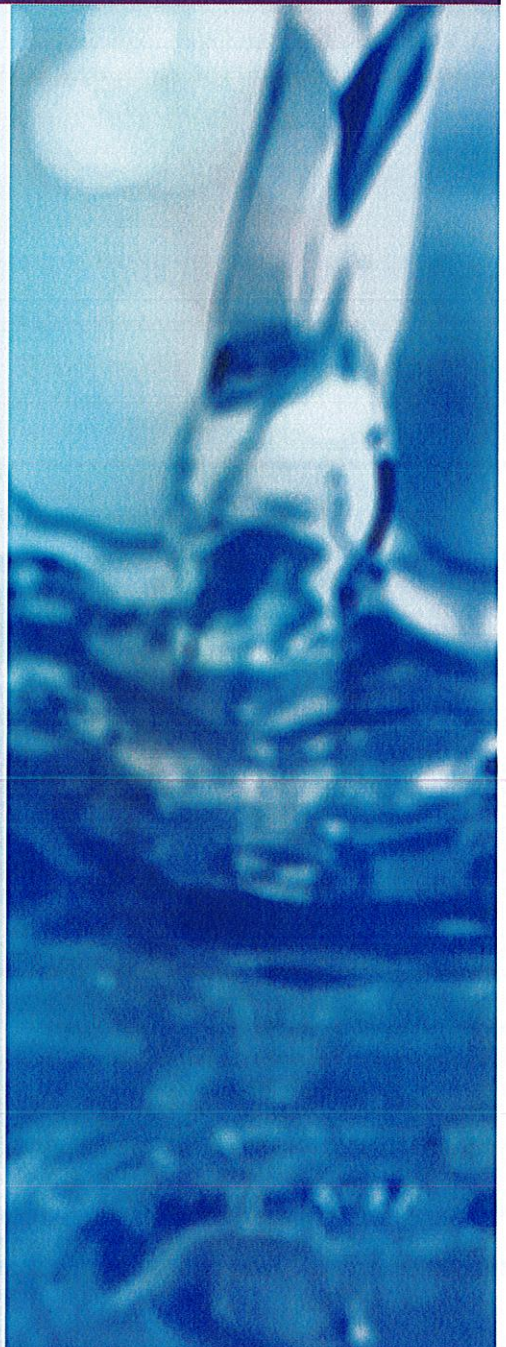
AREA REPRESENTATIVE

Waterworks Systems
Fred Monago
(216)410-0841
fmonago@gmail.com

PREPARED BY

Miles Wilhelm
Phone (801) 931-3319
Fax (801) 931-3080
Miles.wilhelm@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



PROJECT SUMMARY:

Ovivo USA, LLC is pleased to offer the following proposal to provide one (1) complete direct drop in replacement W24P drive unit to replace current W24P drive unit. This is for one (1) existing 50' dia. BSC-D clarifier installed in 2006 under serial #CSW0000020-01.

Ovivo W24P drive unit

Ovivo will manufacture and supply one (1) new W24P drive unit to include the following:

- Basic W24P drive with torque spring rated to match existing W24P
- Drive torque control unit with micro switches and actuating pin
- Motor drive package (1HP TEFC motor, reducer, sprockets, chain & guard)
- Ovivo paint scheme - (2) coats of Tnemec N69F epoxy @ 6-8 mils DFT (sky blue color)
 - Top coated with (1) coat of Tnemec 73 Endura Shield urethane @ 2-3 mils DFT
 - Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and weathering
- Assembly fasteners – 304 SS
- Shim kit
- One (1) year warranty (new components only)
- Engineering
- O & M manual
- FCA freight
- Startup/checkout services - one (1) Ovivo serviceman visit for one (1) trip of one (1) day on site to inspect W24P drive unit installation, perform checkout (start-up) and provide operator training as needed

Items NOT Included

- Drive unit removal or installation services
- Finish or touch up painting
- Drive lubricants/oil or special paint
- Submittals
- Electrical disconnect/installation or alteration of existing electrical supply
- Drive unit off-load from truck (plant to provide)
- Any other items not expressly listed above

Price for W24P drive unit complete as described above \$ 47,167.⁰⁰

Lead time is 18-20 weeks based upon current inventory levels

NOTE

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design, sourcing, and assembly will begin upon order acceptance and a formal submittal package will not be provided.

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than **thirty (30) days** after date of proposal. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are: One Hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at job site or have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less

than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall accept transfer of title and make full payment for all work due and payable, thirty (30) days from the date work is placed into storage. Credit is subject to acceptance by Ovivo's Credit Department.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by November 7, 2021, not to exceed 30 days from the date of this proposal.

If a binding purchase order is not received by Ovivo prior to the above referenced date, prices and shipping dates are subject to review and adjustment by Ovivo.

Additionally, due to the unpredictability of material and labor prices and availability, including but not limited to recent sharp increases in carbon steel, stainless steel, aluminum, other metal prices, electrical components, coatings, FRP, shipping, and labor prices in the North American and worldwide markets (the "Labor and Material Price(s)"), Ovivo, shall not assume responsibility for such possible escalations and impacts to schedule beyond the validity date of its proposal or between the date of the executed Contract and the procurement of such labor and material.

Ovivo may increase the price of its proposal or require additional payment in the form of a change order due to any Labor and Material Price increase (a) that exceeds 5% per annum of the price of the specific labor or material in place on the date of Ovivo's proposal or (b) when product fabrication utilizing labor or materials does not commence until more than 6 months after the purchase order date, due primarily to actions of parties other than Ovivo. Furthermore, Ovivo is entitled to adjust its delivery date to account for such delay.

Any Labor and Material Price increase shall be based on an industry-standard pricing measure or index for that particular labor or material that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Buyer prior to fabrication.

Notwithstanding the above, should requested shipment dates be extended primarily due to actions of parties other than by Ovivo or its suppliers, Ovivo reserves the right to charge 1.5% per month of the Contract Price for each month or partial month of delay, unless said delay is agreed to in writing by all affected parties.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility

for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties. THE PARTIES AGREE THAT, OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Miles Wilhelm
Tel. #: 801-931-3319
Email: miles.wilhelm@ovivowater.com

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required over and above the Field Services described above, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Contractor not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights (“IPR”) related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.



Worldwide Experts in Water Treatment

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REQUISITION FOR PURCHASE ORDER

Date 12/08/2021

No. _____

Order From AP O'Horo Company

Deliver To Wastewater

Verbal Order Placed
SEND CONFIRMATION

Original Order

Ship Via _____ Date Wanted _____

QUANTITY	ARTICLE	PRICE	UNIT
1	Labor & Equipment to Install Replacement W24P Dirve Unit	\$ 4800.00	
	To include Labor and Equipment for Installation of Unit,		
	Associated Electrical for disconnect of old unit & reconnect		
	of new unit. Per email from JD Babyak dated November 30,2021		
		Total \$ 4800.00	

CHARGE TO Water Pollution Control Order No. _____ A / C No. 2513

P.O. NO. _____ Date _____ SIGNED Michael A. Novotny

SPONSOR: Mayor Kline

RESOLUTION NO. 41-2021

**A RESOLUTION APPROVING A CONTRACT FOR
INTERIM LAW DIRECTOR**

WHEREAS, Article V, Section 1 of the Newton Falls City Charter provides there shall be a Department of Law, the head of which shall be the Director of Law; and

WHEREAS, there is a need for an Interim Law Director to be appointed to carry out the Law Director's duties.

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

SECTION I. City Council hereby authorizes the Interim City Manager to enter into an agreement with Attorney Alfred E. Schrader and the law firm of Roderick Linton Belfance, LLP as Interim Law Director setting forth the terms and conditions of the Independent Contractor Agreement the City of the Village of Newton Falls and Interim Law Director. Attached hereto is a copy of said Agreement, marked as Exhibit "A" and incorporated herein by reference.

SECTION II. That the Independent Contractor Agreement shall be deemed effective October 18, 2021.

SECTION III. That Council is passing this Resolution in order that the Attorneys may be paid for the legal services rendered in calendar year 2021. Council intends to consider an Ordinance authorizing this as well, require that it have two (2) readings, and not be passed as an emergency.

PASSED IN COUNCIL THIS ____ DAY OF DECEMBER, 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

Exhibit A - Resolution 41-2021

INDEPENDENT CONTRACTOR AGREEMENT

Interim Law Director

CITY OF THE VILLAGE OF NEWTON FALLS, OHIO

This Independent Contractor Agreement is made and entered into this ____ day of _____, 2021 by and between the City of the Village of Newton Falls, State of Ohio, a Municipal Corporation organized and existing under the laws of the State of Ohio, hereinafter referred as "City" and Attorney Alfred E. Schrader and the law firm of Roderick Linton Belfance, LLP, 50 South Main Street, 10th Floor, Akron, Ohio 44308-1849, hereinafter referred to as "Interim Law Director".

WITNESSETH:

WHEREAS, Attorney Alfred E. Schrader has practiced law in the State of Ohio in excess of 42 years, and 5 years as required by the Charter of the City of the Village of Newton Falls, Ohio; and

WHEREAS, the City desires to engage the services of Attorney Alfred E. Schrader and Roderick Linton Belfance, LLP to perform legal services as its Interim Law Director and to carry out those duties as may be required under Article V, Section 1 of the City's Charter.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1: Duties:

(a) Interim Law Director Alfred E. Schrader and Roderick Linton Belfance, LLP shall perform those services outlined in Article V, Section 1 of the Newton Falls City Charter.

1. Interim City Prosecutors

The Interim Law Director shall at his discretion may retain the services of Interim Assistant Law Directors, specifically Attorney Kristopher B. Immel and Attorney David A. Randolph to act as Interim City Law Directors/Interim Assistant City Prosecutors. Attorney Immel and Attorney Randolph shall perform the duties of Interim Prosecutors for the Newton Falls Municipal Court.

Duties of the Interim City Law Directors/ Interim Assistant City Prosecutors for the Newton Falls Municipal Court, within the scope of this Contract for the compensation designated in Section 3 herein, shall be for working two (2) days per week at the court. Duties will include consulting with law enforcement officers, assisting in the preparation and filing of search warrants, charges and criminal complaints, prosecuting, adjudicating and disposing of criminal complaints through Rule 11 agreements or trial to the court or jury. For prosecution by jury trial scheduled by the Court in excess of the two (2) days per week described above, said Interim City Law Directors/ Interim Assistant City Prosecutors shall be paid an additional sum at the same hourly rate as provided in Section 3, herein.

2. Interim Law Director

In the capacity of Interim Law Director, the Attorney shall perform the following duties:

- A. The Attorney shall attend all regular meetings of Council and the Treasury Investment Board, unless excused.
- B. The Attorney shall attend special meetings when requested to do so by the Council.
- C. Assist the Council Clerk in preparing and reviewing ordinances and resolutions, review contracts and other legal documents necessary to the functioning of the City government.
- D. Provide legal advice to officials as requested, relating to City business and provide written legal opinions, as may from time to time be requested by the Mayor, City Council or the Interim City Manager.
- E. Be reasonably available by telephone for consultation with the Interim City Manager, Mayor or Council members, during normal business hours, Monday through Friday.
- F. To supervise all City litigation and to cooperate and assist in the defense of all litigation with the Attorney(s) for the City's Liability Insurance Carrier.
- G. Attend all hearings for appeals before the Newton Falls City Board of Zoning Appeals, to advise said Board in their proceedings, as requested from time to time by the Board of Zoning Appeals.

H. Be available to consult with the Interim City Manager seven days per week, within reason.

(b) During the term of this Contract the Interim City Law Director and Interim City Law Directors/ Interim Assistant City Prosecutors shall comply with all Rules and Regulations of Superintendency for Governance of the Bar, including all continuing legal education requirements and certifications, and shall be a member in good standing of the Bar of the State of Ohio.

Section 2: Term:

The term of this agreement shall be for that time period that an Interim Law Director is necessary as determined by the Interim City Manager.

Either party may terminate this Contract upon 30-days written notice. The Interim Law Director and Interim City Manager agree that no severance payments shall be made, so that both the Interim Law Director and the Interim City Manager have the ability to terminate this Contract upon 30-days written notice without penalty.

Section 3: Compensation:

The Interim Law Director shall be compensated as follows: The Interim Law Director shall be paid \$165.00 per hour. The Interim City Law Directors/Interim Assistant City Prosecutors shall be paid \$145.00 per hour. The Parties agree that there will be no fringe benefits nor salary as this position is that of Independent Contractor.

(A) **Secretarial/Clerical Assistance**

The Interim Law Director and Interim City Manager agree that the law firm of Roderick Linton Belfance, LLP has sufficient administrative assistants, therefore, the City does not need to provide secretarial/clerical assistance.

(B) **Payment of Compensation**

The Interim Law Director and Interim City Law Directors/Interim Assistant City Prosecutors shall bill monthly for their services.

Section 4: Expenses:

- (A) The City shall reimburse the Interim Law Director and the Interim City Law Directors/ Interim Assistant City Prosecutors for any and all out-of-pocket extraordinary expenses incurred in providing services to the City as prescribed above, such as extraordinary postage, copies, court filing fees and costs, court reporter and transcript services.
- (B) For the remainder of calendar year 2021 the City need not pay the Interim Law Director or the Interim City Law Directors'/ Interim Assistant City Prosecutors' membership dues to the Ohio Municipal League for the Association for Municipal Lawyers or similar professional organizations for Municipal Lawyers. If this Contract is extended into calendar year 2022, then the City shall pay those membership dues.
- (C) Should this Contract extend into calendar year 2022, then upon advanced request and approval by the Interim City Manager when deemed beneficial to the City, the City will reimburse the Interim Law Director and/or Interim City Law Directors/ Interim Assistant City Prosecutors for the costs of attending educational seminars in Municipal Law and Criminal Law, including registration fees, travel, food, and lodging. Given the extensive experience of both the Interim Law Director and Interim City Law Directors/ Interim Assistant City Prosecutors, no such reimbursements will be due in calendar year 2021.

Section 5: Modification:

This Contract may be modified by mutual agreement of the Parties hereto, provided, however, that any such modification shall be reduced in writing.

Section 6: Indemnification:

The City shall provide professional liability insurance for the Interim Law Director and the Interim City Law Directors/ Interim Assistant City Prosecutors in their capacity of Interim Law Director and Interim City Law Directors/Interim Assistant City Prosecutors for the City, and shall be designated as a named-insured thereon all City liability insurance policies obtained and maintained therefore. City shall indemnify and hold the Interim Law Director and Interim City Law Directors/Interim Assistant City Prosecutors harmless as to any claims, damages and liability arising out of the exercise of their authority within the scope of their duties and services provided herein.

The City is fully aware of past matters handled by the Interim Law Director and the Interim City Law Directors/Interim Assistant City Prosecutors and have voluntarily and knowingly executed a waiver of potential conflicts.

IN WITNESS WHEREOF, the City has caused this Contract to be executed by its Interim City Manager and duly attested by its Clerk, and the Interim Law Director has also executed this Contract on this date.

Pamela S. Priddy – Interim City Manager (date)

Alfred E. Schrader – Partner (date)
Roderick Linton Belfance, LLP
Interim City Law Director

ATTEST:

Kathleen M. King – City Council Clerk (date)

RESOLUTION NO.: 42-2021

THE CITY OF THE VILLAGE OF NEWTON FALLS

SPONSORED BY: Baryak

A RESOLUTION REQUESTING BRIAN AXIOTIS TO RESIGN FROM THE PLANNING AND ZONING COMMISSION:

WHEREAS, the Planning and Zoning Commission is required to sit as judges in determining zoning variances and appeals of the zoning inspector's decisions to it, and in conditional use permits; and

WHEREAS, Brian Axiotis has shown a total inability to be neutral prior to public hearings in zoning matters; and

WHEREAS, the latest example of this, Mr. Axiotis's attitude towards a sign requested by the Commerce Association requesting a sign permit, as evidenced by Exhibit A, a screen shot of a Facebook posting he made; and

WHEREAS, Mr. Axiotis has proved himself to be unable to adequately perform the duties of Planning and Zoning Commission member, let alone Chairman.

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

Section I. Council of the City of the Village of Newton Falls requests Mr. Axiotis to resign immediately.

Section II. If he does not, the City of the Village of Newton Falls Council urges the Planning and Zoning Commission to remove him according to the provisions of the Newton Falls Charter.

PASSED IN COUNCIL THIS 15TH DAY OF DECEMBER, 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader – Interim Law Director

RESOLUTION 43-2021

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO CHANGE THE NAME OF SPECIFIC CITY FUNDS.

WHEREAS, The Finance Director recommends that the name of current City funds be changed to more clearly reflect the actual fund function; and

WHEREAS, Newton Falls City Council agrees with the recommendation.

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

Section 1. Newton Falls City Council hereby authorizes the Finance Director to change of name of the following funds:

<u>FUND#</u>	<u>FUNDS RENAMED</u> <u>OLD NAME</u>	<u>FUND#</u>	<u>NEW NAME</u>
501	WATER REVENUE	501	WATER OPERATING
502	SEWER REVENUE	502	SEWER OPERATING
503	ELECTRIC REVENUE	503	ELECTRIC OPERATING
504	STORMWATER UTILITY	504	STORMWATER OPERATING
516	SEWER DEBT ELECTRIC	516	SEWER DEBT SERVICE
517	DEBT	517	ELECTRIC DEBT SERVICE
519	OWDA WATER PLANT LO	519	WATER DEBT SERVICE
520	WWTP DEBT RESERVE F	520	SEWER RESERVE

Section 2. That any ordinances or resolutions of the City of the Village of Newton Falls in conflict herewith are hereby repealed, and that any and all ordinances and resolutions consistent herewith ratified and confirmed.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED IN COUNCIL THIS 15th DAY OF DECEMBER 2021.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

APPROVED AS TO FORM:

Alfred E. Schrader - Interim Law Director

EXHIBIT A
12/15/2021

Council Representatives to Commissions & Boards:

PLANNING & ZONING (Meets the 1 st Tuesday of each month at 6:00 p.m.)	<i>Granchie/Alt. Serotko</i>
CIVIL SERVICE (Meets on an as needed basis)	<i>Baryak/Alt. Granchie</i>
PARK & RECREATION Meets the 4 th Tuesday of each month at 6:00 p.m.)	<i>Spletzer/Alt. Serotko</i>
TREASURY INVESTMENT BOARD (Meets Quarterly)	<i>Spletzer/Alt. Serotko</i> <i>(Set By Charter Article VI, Section 4)</i>
FIRE DISTRICT BOARD	<i>Stimpert/Alt. Serotko</i>

Council Standing Committees – Pick two representatives for each committee:

FINANCE/ADMINISTRATION/AUDIT <i>(Chairman must be on TIB by Charter Article VI, Section 4)</i>	<i>Spletzer/Serotko</i>
UTILITIES/PUBLIC WORKS	<i>Stimpert/Baryak</i>
PUBLIC SAFETY	<i>Granchie/Baryak</i>

Council Representatives to Community Commissions & Boards:

EASTGATE, Regional Council of Governments <i>(Per Eastgate Mayor is designated Representative)</i>	<i>Kline/Alt. Stimpert</i>
TAX REVIEW BOARD & ENTERPRISE ZONE	<i>Serotko/Alt. Spletzer</i>
UTILITY APPEALS BOARD	<i>Finance Director</i> <i>Baryak/Alternate Granchie</i> <i>Community Mem: Wentworth</i>
LOCAL BOARD OF TAX REVIEW	<i>Stimpert/Alt. Spletzer</i>
ECONOMIC DEVELOPMENT	<i>City Manager, Mayor, Finance Dir.,</i> <i>Granchie - Baryak</i>

Water and Electric Meter Opt-Out Recommendations

The recommendations listed below are as noted in the Notes & Suggestions section of the previous documents provided to council on October 4, 2021.

1. My recommendation to council would be there that be no further opt-out opportunity. The individuals that currently opted out would be grandfather to this recommendation. Given the fact that there have been approximately 700 water meters installed would cause great confusion to individuals that have already had the meters installed. If we allow another opt-out then our water department could be inundated with reinstallations of the MTU units.
2. My recommendation for the opt-out time table of payment would be 6 months. Every month the individual would have a charge on their billing for the cost of both meters.
3. My recommendation would be that the Homeowner should be responsible for the cost of the opt-out. It would be then up to them to collect the fees through their rental agreements if they so desire.
4. My recommendation would be that the opt-out program that has already taken place would be the individuals that opted out – give them the choice of considering if they want the electric meter give the fact that there has been more information provided. If they want to still opt-out of both, then the appropriate fees would be accessed.
5. My recommendation would be no that we do not allow the additional opt-out
6. My recommendation would be not to allow an additional opt-out for the electric meters.
7. My recommendation would be that if someone would want to pay the fees up front that there should be a discount give. I would recommend a 20% discount. Total charge for the equipment would be \$355.00 the discount would be \$71.00 for a total net payment amount of \$284.00.
8. Obviously, any changes or amendments would have to go through the law director.

Additional recommendations

1. My recommendation moving forward is that any new construction or an individual that has already opted out moves out that the meters be placed/replaced with the new meters.
2. My recommendation would be that there be no further opt-outs.

This program got off to a very rocky start. It appears that things are moving forward at a progressive pace now. To change and go backward is not advisable. You are going to add more confusion and dissatisfaction within the community.

To Whom this Concerns,

On October 18, 2021, I received a text message from my husband while I was at work at 10:15 pm. He said my garage light was on and everything in my home was blinking. After finding the knocker on my door, he told me that the meter was changed. After realizing what was going on, I left work and rushed home and called the police department to send someone to get the meters off my garage and building. I stood outside waiting for an officer when a cruiser drove slowly by my home to speed off. I called the department back and was told that Bill George was in route. I told the dispatcher that I still wanted to make a report because in order to put a meter on the garage, they had to go through a gated left privacy fence. (By the way, you can not see if the garage had a spot for a meter

on the garage without going through the fence) this is clearly trespassing. Dallas Young was the officer along with a younger officer that I do not know. Officer Young laughed and told me that I should have let my buildings burn and let the city pay for it. I wasn't amused by this. Mr. George came and removed the meter to the garage and capped it after getting my permission to go through the gate. He checked the building ~~gate~~^{meter} to make sure it was locked. I came into my home to notice my refrigerator was not making a sound. It was warm on the inside.

I spoke to Mrs. Priddy and explained what had happened.

A couple days later, I heard an extremely loud knock on my door to see it was Mr. George. Mr. George told me there was in fact electric going to my garage. I told him he was wrong, there hasn't been electric to any of the buildings besides my

home since 2015. He got mad and started yelling at me saying he knows there was. I yelled back telling him I know what I had turned on. We walked back to the garage where my husband was. During this conversation we had Mr. George insulted me by saying "You wouldn't have even thought to unplug appliances." and I told him I definitely would have because I had been saying for months if it was forced on me, I was going to unplug everything and flip the breaker before install.

This meter has caused unnecessary problems and fear and I want it switched back as soon as possible.

Thank You

Jaime Lynne
312 Ridge Rd
Newton Falls Ohio 44444