



NEWTON FALLS CITY COUNCIL
SPECIAL MEETING AGENDA
 Monday, September 11, 2023; 5:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Gideon Fetterolf
Ward 2	John Baryak
Ward 3	Tesa Spletzer
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	Kenneth Kline

CITY ADMINISTRATION	
City Manager	Pamela Priddy
Law Director	Brad Bryan
Finance Director	Sean Housley
City Clerk	Michael Acomb

- I. Call to Order**
- II. Pledge of Allegiance / Silent Prayer**
- III. Roll Call**
- IV. Public Comments (limited to those items on the agenda)**
- V. New Business**

ORDINANCE 2023-30 *Sponsor: Councilperson Spletzer*
 AN EMERGENCY ORDINANCE REAPPOINTING BRADRIC BRYAN AS THE
 DIRECTOR OF LAW AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A
 DIRECTOR OF LAW AGREEMENT

ORDINANCE 2023-31 *Sponsor: Councilperson Fetterolf*
 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT THE QUOTE OF
 PRO-TECH SYSTEMS GROUP, INC. FOR A WATER TREATMENT PLANT
 PROGRAMMABLE LOGIC CONTROLLER REMOTE TERMINAL UNIT UPGRADE

ORDINANCE 2023-34 *Sponsor: Councilperson Spletzer*
 AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
 APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND
 AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE
 OF RESOURCES WITH THE COUNTY AUDITOR

ORDINANCE 2023-35 *Sponsor: Councilperson Spletzer*
 AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS

ORDINANCE 2023-36 *Sponsor: Councilpersons Spletzer, Fetterolf*
 AN ORDINANCE AUTHORIZING AN AMENDED CITY MANAGER EMPLOYMENT
 AGREEMENT

- Motion to Recess into Executive Session (If Necessary)**
- Public Comments (limited to those items on the agenda)**
- Adjournment**

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-30
SPONSOR: Councilperson Spletzer

**AN EMERGENCY ORDINANCE REAPPOINTING BRADRIC BRYAN AS THE
DIRECTOR OF LAW AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A
DIRECTOR OF LAW AGREEMENT**

WHEREAS, Mr. Bryan was hired as the Newton Falls Director of Law, effective April 14, 2022, pursuant to an Agreement that was authorized by Council and executed by the City Manager in accordance with Ordinance No. 2022-19; and

WHEREAS, on July 6, 2023, Mr. Bryan submitted a letter of resignation with 60 days' notice that was effective the end of the day on September 4, 2023; and

WHEREAS, in order to allow the City Manager and Council to have additional time to identify and hire a new Director of Law and maintain legal representation for the Village while that process continues, the City Manager and Council are requesting Mr. Bryan to continue to serve as the Village Director of Law until December 31, 2023.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby and herein appoints Mr. Bryan as the Director of Law, effective September 7, 2023 through December 31, 2023, and authorizes the City Manager to enter into the attached Director of Law Agreement, or an agreement that is substantially similar thereto.

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

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Newton Falls for the reason that it is necessary for the Village to properly appoint a Director of Law on an immediate basis to ensure that upcoming, continuing, and arising legal matters are promptly handled. Therefore, this Ordinance shall take immediate effect upon its passage pursuant to Newton Falls Charter Article III, Section 21.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

ORDINANCE NO. 2023-30
PAGE TWO

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

DIRECTOR OF LAW AGREEMENT

This Agreement is entered into this 7th day of September, 2023, by and between the Village of Newton Falls, Ohio (“Newton Falls”), an Ohio municipal corporation, and Bradric Bryan (“Attorney”), 22050 Mastick Road, Fairview Park, Ohio 44126, an attorney licensed to practice law in the State of Ohio, collectively referred to as the “Parties”.

WHEREAS, Attorney was hired as the Newton Falls Director of Law, effective April 14, 2022, pursuant to an Agreement that was authorized by Council and executed by the City Manager in accordance with Ordinance No. 2022-19; and

WHEREAS, on July 6, 2023, Attorney submitted a letter of resignation with 60 days’ notice that was effective the end of the day on September 4, 2023; and

WHEREAS, in order to allow the City Manager and Council to have additional time to identify and hire a new Director of Law and maintain legal representation for the Village while that process continues, the City Manager and Council requested Attorney to continue to serve as the Village Director of Law until December 31, 2023.

NOW, THEREFORE, Newton Falls and Attorney hereby enter into the within Agreement for Attorney to serve as its Director of Law under the supervision of the City Manager in accordance with the provisions of the Newton Falls Charter and the following terms and conditions.

1. **Scope of Work and Compensation.** Mr. Bryan shall regularly attend Regular Council Meetings and Special and other meetings requested by the City Manager and Council and perform all other necessary legal work within the scope of duties for the Director of Law set forth in the Newton Falls Charter, unless otherwise authorized by Council or required by law and with the exception of matters necessitated by contractual obligations (including litigation matters for which insurance counsel has been appointed). As compensation for undertaking the duties of the Director of Law, Attorney shall be paid a fixed monthly salary of \$7,750 per month, pro-rated for the month of September, 2023 based upon the September 7, 2023 effective date, with Attorney being included in the Ohio Public Employees Retirement System. Attorney shall be considered a part-time employee and shall not be entitled to any other employee benefits except as specified herein. Attorney shall cover his own expenses in the performance of his duties with the exception of expenses approved in advance by the City Manager or Council such as court or other government filing fees, court reporter or deposition costs, expert fees, and the like.

2. **Term and Termination.** This Agreement shall be effective as of September 7, 2023 and cover the term of September 7, 2023 through December 31, 2023. This Agreement shall automatically expire as of the end of the day on December 31, 2023. The Agreement may be terminated by either party during the above term: (a) immediately for cause; or (b) at will and without cause with the provision of thirty (30) days’ written notice to the other party.

Attorney

Newton Falls

Bradric T. Bryan

Pamela S. Priddy, City Manager

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-31
SPONSOR: Councilperson Fetterolf

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT THE QUOTE OF PRO-TECH SYSTEMS GROUP, INC. FOR A WATER TREATMENT PLANT PROGRAMMABLE LOGIC CONTROLLER REMOTE TERMINAL UNIT UPGRADE

WHEREAS, the Village Water Treatment Plant's system control and data acquisition ("SCADA") system, located in the Water Treatment Plant basement, requires a programmable logic controller remote terminal unit ("PLC-RTU") upgrade and a new fiberglass enclosure to protect the new system; and

WHEREAS, quotes for the above work from qualified vendors were solicited, and the Water Department Supervisor and City Manager have determined that the August 16, 2023 quote of Pro-Tech Systems Group, Inc. of Akron, Ohio should be accepted.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby and herein authorizes the City Manager to accept the attached August 16, 2023 quote from Pro-Tech Systems Group, Inc. in the amount of \$30,245 for a Water Treatment Plant PLC-RTU upgrade, new fiberglass enclosure to protect the system, and associated work and services as set forth therein.

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

SECTION 3. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form

Bradric T. Bryan, Law Director



August 16, 2023
Q222481

ORD 2023-31
Exhibit A
Page 1 of 4

123 E. WATERLOO RD.
AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
EMAIL: CHRIS@PTEINC.COM

Subject: Newton Falls WTP PLC-RTU Upgrade

Thank you for an opportunity to provide a quotation for the Newton Falls WTP PLC-RTU Upgrade. Pro-Tech Systems Group is quoting the following equipment per the following items:

- Upgrade the PLC-RTU in the Basement to Current Components
- New Enclosure will be Fiberglass to eliminate the effects of corrosion.
- PLC Programming
- Installation by Others
- Startup and Commissioning

Pro-Tech Systems Group Price **\$30,245.00**

***Instrumentation Calibration and Startup**

- On-Site Instrumentation Calibration and Controls Startup is Based on (1) mobilization for (8) hours. If instrumentation, Control Panels or Network Components are not ready for Scheduled Startup and additional mobilizations will be required, additional costs will be incurred.

*The contract price for this Municipal construction project has been calculated based on the current prices for the component building materials. However, the market for the instrumentation and controls materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. Pro-Tech Systems Group, Inc. agrees to use our best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this Municipal construction project, the Builder agrees to pay that cost increase to the Pro-Tech Systems Group, Inc. Any claim by the Pro-Tech Systems Group, Inc. for payment of a cost increase, as provided above, shall require written notice delivered by the Builder to the Owner stating the increased cost, the instrumentation and control material or materials in question, and the source of supply, supported by invoices or bills of sale.



August 16, 2023
Q222481

ORD 2023-31
Exhibit A
Page 2 of 4

123 E. WATERLOO RD.
AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
EMAIL: CHRIS@PTFINC.COM

Standard Exclusions

Our scope EXCLUDES the mounting/installation of all devices (enclosures, instruments, field devices, etc); Field and interconnect wiring drawings; Conduit schedules; All piping (including spool pieces), conduit, wiring, cabling, and mounting hardware; Phone lines, radio towers, repeaters, poles, masts, and mounting; Installation and termination of all wiring and cabling; Furniture.

Standard Terms and Conditions of Sale

We offer our standard **TERMS AND CONDITIONS OF SALE** as Attachment 1. Issuance of an order or acceptance of this proposal constitutes acceptance of the included conditions and all conditions in Attachment 1.

Standard lead times

Submittals – 8-10 weeks

Panels – 6-10 weeks from date of release

Long lead items involving instrumentation will be clarified during the submittal process.

Many of Pro-Tech Systems Groups suppliers have advised that until further notice they reserve the right to amend the delivery date, the price and the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the Covid-19 pandemic. Be advised the Pro-Tech Systems Group, Inc. considers the Covid-19 related changes imposed by our manufacturers and suppliers as outside of its reasonable control and subject to Force Majeure provisions.

This quote is valid for a period of 30 days. If you have any questions concerning this quotation, please call.

Best Regards,

A handwritten signature in black ink, appearing to read 'CVIAR', is written over a light blue horizontal line.

Chris Viar
Project Estimator



August 16, 2023
Q222481

ORD 2023-31
Exhibit A
Page 3 of 4

123 E. WATERLOO RD.
AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
EMAIL: CHRIS@PTEINC.COM

Pro-Tech Systems Group Terms and Conditions

ACCEPTANCE of this Order is expressly conditioned on Buyer's agreement that the terms and conditions set forth herein, together with any plans or specifications approved in writing by Pro-Tech Systems Group, are the sole terms and conditions of the Order and constitute a contract representing the entire agreement of the parties with respect to the subject matter thereof. No amendment, modification or waiver of the terms and conditions of this order shall be binding on Pro-Tech Systems Group, unless made in writing and signed by an authorized representative of Pro-Tech Systems Group. Any additional or different terms and conditions contained in Buyer's proper orders or responses to the Order shall be deemed objected to by Pro-Tech Systems Group without need of further notice of objections and shall not be effective or binding unless assented to in writing signed by an authorized representative of Pro-Tech Systems Group. Buyer shall be deemed to have assented to all terms and conditions contained herein upon performance or part performance by Pro-Tech Systems Group under this contract. Should there be a conflict with any terms or conditions in any contract or purchase order used by Buyer, the terms and conditions herein shall prevail.

TERMS OF PAYMENT: 20% Payment on customer receipt of submittals, 80% Payment on multiple invoices. Net cash thirty (30) days, with a discount of one percent (1%) net cash ten (10) days allowed. A service charge of one and one-half percent (1 1/2%) per month will be added to unpaid balances after thirty (30) days. If Buyer's financial condition at any time does not justify continuance of the work to be performed by Pro-Tech Systems Group hereunder on the agreed terms of payment, Pro-Tech Systems Group may require full or partial payment in advance. In the event Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Pro-Tech Systems Group shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate of Buyer and shall receive reimbursement for its proper cancellation charges. Pro-Tech Systems Group's rights under this provision are in addition to any other rights available to it at law or in equity.

RETAINAGE: Pro-Tech Systems Group, Inc., Inc will allow a maximum retainage of 4% on labor only, payable within 30 days of completion of Pro-Tech Systems Group, Inc. work.

TAXES: The price quoted in this contract does not include any taxes and in the event taxes of any nature are assessed, they shall be added to the price herein, unless Buyer is exempt from tax and demonstrates such exemption to the satisfaction of Pro-Tech Systems Group.

WARRANTIES: Pro-Tech Systems Group warrants to Buyer that equipment furnished pursuant to this contract will be free from defects in material, workmanship and title and will be of the kind and quality specified in Pro-Tech Systems Group's quotation.

The foregoing equipment warranties (excluding the warranty of title) shall terminate one (1) year after the date of completion of the work or shipment of the part, requiring correction under this warranty.

Pro-Tech Systems Group warrants to Buyer that software furnished pursuant to this contract will be free from defects and will be of the kind and quality specified in Pro-Tech Systems Group's quotation.

The foregoing software warranties (excluding the warranty of title) shall terminate ninety (90) days after the date of completion of the work or shipment of the part, requiring correction under this warranty.

If any product covered by this contract fails to meet the foregoing warranties (except title), Buyer's exclusive remedies shall be for Pro-Tech Systems Group to correct any such failure by either (at the option of Pro-Tech Systems Group) replacing defective parts or repairing any defective parts of the equipment. Pro-Tech Systems Group shall not be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures. Any portion which does not so conform will be corrected by Pro-Tech Systems Group upon notification by the purchaser. Upon expiration of the warranty period, all liability of Pro-Tech Systems Group for its equipment and services shall terminate.

Pro-Tech Systems Group limits its warranty on components not manufactured by Pro-Tech Systems Group to the conditions and duration of warranty offered to Pro-Tech Systems Group by the component manufacturer.

DISCLAIMER AND INTELLECTUAL PROPERTY STATEMENT: The materials comprising these documents are provided by Pro-Tech Systems Group, Inc. ("PTSG") as a service to its customers on an "as-is, as-available" basis for informational purposes only. PTSG assumes no responsibility for any errors or omissions in these materials. PTSG makes no commitment to update the information contained herein.

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August 16, 2023
Q222481

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Exhibit A
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EMAIL: CHRIS@PTEINC.COM

We incorporate both visible and invisible watermarks into PTSG Standards and you agree that the following terms and conditions are applicable PTSG makes no, and expressly disclaims any, representations or warranties, express or implied, regarding the PTSG Standards and documentation, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose PTSG makes no, and expressly disclaims any, warranties, express or implied

All materials contained in this documentation are protected by copyright laws, and may not be reproduced, republished, distributed, transmitted, displayed, broadcast or otherwise exploited in any manner without the express prior written permission of PTSG You may download materials (one copy per page) from our Website for your personal and non-commercial use only, without altering or removing any trademark, copyright or other notice from such material

PTSG's names and logos and all related trademarks, trade names, and other intellectual property are the property of PTSG and cannot be used without its express prior written permission.

NO CLAIMS FOR DIRECT OR CONSEQUENTIAL DAMAGES SHALL BE ALLOWED.

PRO-TECH SYSTEMS GROUP DISCLAIMS ANY MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR USE WITH RESPECT TO THE PRODUCTS BEING SOLD PURSUANT TO THIS CONTACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT OF THIS CONTRACT.

LIMITATION OF LIABILITY: Pro-Tech Systems Group shall not be liable for special, incidental, or consequential damages under any circumstances, including, but not limited to, loss of profits or revenue, loss of use of equipment, or cost of temporary equipment Pro-Tech Systems Group's maximum liability, whether based in contract, tort (including negligence), or otherwise shall not exceed the price of this contract

Unless otherwise specifically agreed to in writing by an authorized officer of Pro-Tech Systems Group, no Buyer, representative or any other person shall have the right to examine or audit Pro-Tech Systems Group's cost accounts, books, or records of any kind on any matter, or be entitled to or have control over any engineering or production prints, drawings, or technical data which Pro-Tech Systems Group, in its sole discretion, may consider in whole or in part, proprietary to Pro-Tech Systems Group.

DELAYS: Pro-Tech Systems Group will not be liable for any delay in the performance of this contract or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or other cause or causes (whether or not similar in nature to any of those herein above specified) beyond its control

QUOTATIONS: This quotation will expire thirty (30) days from its date unless otherwise stated in the quotation or extended in writing by Pro-Tech Systems Group.

PRICE POLICY: Prices are net to all purchasers. Prices are firm for contracts completed within one (1) year from the date of quotation Equipment or services delivered beyond one (1) year from date of quotation will be subject to price escalation of one-half percent (1/2%) per month or greater based on supplier increases

DELIVERY: Unless otherwise specified by Pro-Tech Systems Group delivery will be made and title passed F O B point of shipment to Buyer Risks of loss or damage pass to Buyer on delivery. If products are to be delivered by Pro-Tech Systems Group, such products are to be received and unloaded by Buyer at Buyer's expense and risk

GOVERNING LAW: The law of the State of Ohio shall govern the validity, performance, interpretation and the effect of this agreement

AMENDMENTS: This contract may not be modified nor rescinded in any manner except by the written agreement of both Buyer and Pro-Tech Systems Group.

Upon acceptance of the agreement Pro-Tech Systems Group will require a full set of plans and specs w/ addendums, project start and completion dates, and a project schedule

The above Standard Terms and Conditions are accepted:

By: _____
Title: _____
Date: _____

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-34
SPONSOR: Councilperson Spletzer

**AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND
AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE
OF RESOURCES WITH THE COUNTY AUDITOR**

WHEREAS, as a result of certain occurrences, information, and expenditures, amendments to the Year 2023 Appropriations and transfers of items already appropriated for the Year 2023 are desired and required; and

WHEREAS, this Ordinance incorporates funding sources and expenditures that originated after the most recent Certificate of Resources was issued; and

WHEREAS, the appropriation amendments authorizes an update of the Certificate of Resources to be filed with the Trumbull County Auditor.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That the Exhibit attached hereto hereby amends the current appropriations for fiscal year 2023. Any funds not listed in this exhibit shall remain intact as previously listed and appropriated.

SECTION 2. That the Village Finance Director is hereby authorized to draw warrants on the Village 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 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 shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

ORDINANCE NO. 2023-34
PAGE TWO

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

2023 APPROPRIATIONS, EXHIBIT A

CITY OF NEWTON FALLS			2023 Current Appropriations	2023 Proposed Appropriations	Difference
100 General Fund					
POLICE					
Other Operations	Legal Level		441,200.00	447,200.00	6,000.00
	Total:		727,484.12	733,484.12	6,000.00
ZONING					
Personal Services	Legal Level		46,020.80	55,520.80	9,500.00
	Total:		80,020.80	89,520.80	9,500.00
LAW					
Personal Services	Legal Level		63,816.76	68,075.84	4,259.08
	Total:		81,750.74	86,009.82	4,259.08
BUILDING & LANDS MAINTENANCE					
Other Operations	Legal Level		103,400.02	131,400.02	28,000.00
	Total:		135,558.02	163,558.02	28,000.00
TRANSFERS / ADVANCES OUT					
Other Operations	Legal Level		78,500.00	98,500.00	20,000.00
	Total:		78,500.00	98,500.00	20,000.00
100	Total:		2,216,656.51	2,284,415.59	67,759.08
201 STREET CMR					
Other Operations	Legal Level		77,050.00	90,750.00	13,700.00
201	Total:		477,800.00	491,500.00	13,700.00
204 PARK AND RECREATION					
Other Operations	Legal Level		29,800.00	34,000.00	4,200.00
204	Total:		31,670.00	35,870.00	4,200.00
204 PARK AND RECREATION / Community Center					
Other Operations	Legal Level		-	20,000.00	20,000.00
204	Total:		-	20,000.00	20,000.00
222 COURT COMPUTERIZATI					
Other Operations	Legal Level		117,000.00	135,000.00	18,000.00
222	Total:		117,000.00	135,000.00	18,000.00
501 WATER OPERATING					
Personal Services	Legal Level		544,075.00	563,075.00	19,000.00
Other Operations	Legal Level		762,150.00	928,950.00	166,800.00
501	Total (Water Operating):		1,306,225.00	1,492,025.00	185,800.00
501 WATER DISTRIBUTION					
Other Operations	Legal Level		437,700.00	447,400.00	9,700.00
501	Total (Water Distribution):		902,800.00	912,500.00	9,700.00

CITY OF NEWTON FALLS		2023 Current Appropriations	2023 Proposed Appropriations	Difference
<hr/>				
503	ELECTRIC OPERATING			
Other Operations	Legal Level	5,897,428.00	5,941,428.00	44,000.00
503	Total:	6,413,828.00	6,457,828.00	44,000.00
Grand Total:		17,424,238.07	17,787,397.15	363,159.08

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-35
SPONSOR: Councilperson Spletzer

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS

WHEREAS, as the result of certain occurrences, information, and expenditures, a transfer between Village funds is desired and required.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby and herein authorizes the transfer of \$20,000 from the General Fund (100) to the Parks and Recreation Fund (204).

SECTION 2. 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 action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-36
SPONSOR: Councilpersons Spletzer and Fetterolf

AN ORDINANCE AUTHORIZING AN AMENDED CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, the City Manager has been performing the duties of the City Manager position for period in excess of two (2) years, establishing a remarkable record for efficiency in government for the City of Newton Falls; and

WHEREAS, the City desires to enter into an amended contract with the City Manager to engage the City Manager to carry out those duties as may be required under the provisions of the City's Charter.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby and herein authorizes the attached Amended City Manager Employment Agreement.

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

SECTION 3. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

AMENDED CITY MANAGER EMPLOYMENT AGREEMENT

This AMENDED AGREEMENT ("Agreement") is made and entered into this 20th day of October, 2023 by and between the City of Newton Falls, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as "City", and Pamela S. Priddy, hereinafter referred to as the "City Manager"

WHEREAS, the City Manager has been performing the duties of the City Manager position for a period in excess of two (2) years, establishing a remarkable record for efficiency in government for the City of Newton Falls, Ohio; and

WHEREAS, the City desires to enter into an amended contract with the City Manager to engage the City Manager to carry out those duties as may be required under the provisions of the City's Charter.

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

Section 1: Duties.

- (a) The City Manager shall perform the duties outlined in the Newton Falls City Charter.
- (b) The City Manager shall also have the authority to hire a Professional Assistant of her choosing for the period of time governed by this contract. That Professional Assistant shall only be hired or terminated at the discretion of the City Manager. The term indicated in Section 2 of this Agreement shall apply to the Professional Assistant's Agreement. The salary arrangement with the Professional Assistant shall be negotiated by the City Manager and be subject to the approval of Council.

Section 2: Term:

The term of this Agreement shall commence on October 20, 2023 and expire upon the completion of all of the following projects (the Scott Street Sewer Project, the Community Center Renovation Project, the River Grant Project, and the 2024 Road Project), or a period of 48 months ending on October 19, 2027, whichever is sooner. The Newton Falls Council may terminate this Agreement prior to its expiration date with sixty (60) days' written notice. If Council terminates this Agreement prior to its expiration date, the City Manager shall be entitled to a minimum severance payment equal to the total amount due for the remaining months left on this contract through October 19, 2027, unless the City Manager materially breaches this contract by the commission of misfeasance, malfeasance, or nonfeasance in office or being convicted of a felony. Any severance payment owed under this Agreement shall be paid in a lump sum unless otherwise agreed to by the City and the City Manager.

Section 3: Compensation:

- (a) The City Manager shall receive a \$90,000 annual salary, prorated as of the effective date of this Agreement, and not be entitled to overtime.
- (b) Except as expressly stated in this Agreement, City Manager shall be eligible to receive the same fringe benefits and across the board raises to which other non-union employees are entitled.
- (c) The City Manager shall be entitled to six weeks of vacation leave per calendar year.

Section 5: Modification:

This Agreement may be modified only by mutual agreement of the parties hereto, provided, however, that any such modification shall be reduced to writing.

Section 6: Indemnification:

The City Manager shall be covered under the Village public officials' liability insurance policy. The City shall indemnify and hold the City Manager harmless for any claims, damages, and liability arising out of the exercise of her authority within the scope of her duties and services provided herein.

Section 7: General Provisions:

(a) Integration. This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

(b) Binding Effect. This Agreement shall be binding on the City and the City Manager, as well as their heirs, assigns, executors, personal representatives, and successors in interest.

(c) Effective Date. This Agreement shall have an effective date of October 20, 2023.

(d) Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated next to their signatures.

CITY

CITY MANAGER

Mayor Kenneth Kline

Pamela S. Priddy

Date

Date