



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
 Wednesday, February 21, 2024; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Patricia Benetis
Ward 2	Brian Axiotis
Ward 3	Brenda Persino
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	David Hanson

CITY ADMINISTRATION	
Interim City Manager	Mike Novotny
Law Director	Jeff Limbian
Finance Director	Sean Housley
Clerk of Council	Michael Acomb

- I. **Call to Order**
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
- IV. **Changes To Tonight's Agenda**
- V. **Special Presentations by Staff Members or Invited Consultants**
- VI. **Public Comments (Agenda Items Only)**
- VII. **Motion to Recess into Executive Session (If Necessary)**
MOTION *Sponsor: Councilperson Stimpert*
 A motion to enter into an executive session for the purpose of (1) interviewing candidates for the Police Services Ad-Hoc Committee, the Community Services and Activities Ad-Hoc Committee, and the Treasury Investment Board and (2) discussing the compensation of a public employee.
- VIII. **Reports**
 - a. Mayor
 - b. Council Members
 - c. Finance Director
 - d. Law Director
 - e. City Manager
- IX. **Approval of Previous Minutes**
 Regular Meeting Minutes February 7, 2024
- X. **Public Hearings**
ORDINANCE 2023-30 *Sponsors: Councilpersons Rufener, Stimpert, Axiotis*
 AN 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 *Sponsors: Councilpersons Rufener, Stimpert, Axiotis*
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 *Sponsors: Councilpersons Rufener, Stimpert, Axiotis*
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 *Sponsors: Councilpersons Rufener, Stimpert, Axiotis*
AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS

ORDINANCE 2024-03 *Sponsors: Councilpersons Axiotis, Rufener, Stimpert*
AN ORDINANCE AMENDING SECTION 121.03 OF THE ADMINISTRATIVE CODE
RELATING TO THE RULES OF CONDUCT AND PROCEDURE

ORDINANCE 2024-04 *Sponsors: Councilpersons Stimpert, Rufener*
AN ORDINANCE APPROVING THE RECODIFICATION, EDITING, AND INCLUSION
OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF
THE CODIFIED ORDINANCES

ORDINANCE 2024-06 *Sponsors: Councilpersons Persino, Stimpert, Rufener, Axiotis*
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT TO PURCHASE A 2023 FORD F-350 TRUCK FROM SARCHIONE FORD
LINCOLN AND UPFITTING EQUIPMENT FOR THE SAME TRUCK FROM QUALITY
TRUCK BODY FOR USE BY THE WASTEWATER DEPARTMENT

XI. Unfinished Business

ORDINANCE 2023-30 *Sponsors: Councilpersons Rufener, Stimpert, Axiotis*
AN ORDINANCE REAPPOINTING BRADRIC BRYAN AS THE DIRECTOR OF LAW
AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A DIRECTOR OF LAW
AGREEMENT

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RELATING TO THE RULES OF CONDUCT AND PROCEDURE

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AN ORDINANCE APPROVING THE RECODIFICATION, EDITING, AND INCLUSION
OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF
THE CODIFIED ORDINANCES

ORDINANCE 2024-06 *Sponsors: Councilpersons Persino, Stimpert, Rufener, Axiotis*
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT TO PURCHASE A 2023 FORD F-350 TRUCK FROM SARCHIONE FORD
LINCOLN AND UPFITTING EQUIPMENT FOR THE SAME TRUCK FROM QUALITY
TRUCK BODY FOR USE BY THE WASTEWATER DEPARTMENT

XII. New Business

ORDINANCE 2024-07 *Sponsors: Councilpersons Persino, Stimpert, Rufener*
AN ORDINANCE AMENDING THE JOB CLASS & PAY GRADE AND HOURLY WAGE
RATE SCHEDULES “A” and “B” FOR POSITIONS WITHIN THE PUBLIC WORKS
DEPARTMENT AND FINANCE DEPARTMENT

ORDINANCE 2024-08 *Sponsors: Councilpersons Rufener, Benetis*
AN ORDINANCE ESTABLISHING THE RATE OF PAY FOR INTERIM CITY MANAGER

XIII. Public Comments

XIV. Closing Remarks

- a. Mayor
- b. Council Members
- c. Finance Director
- d. Law Director
- e. City Manager

XV. Adjournment



NEWTON FALLS CITY COUNCIL
REGULAR MEETING MINUTES
 Wednesday, February 7, 2024; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Patricia Benetis
Ward 2	Brian Axiotis
Ward 3	Brenda Persino
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	David Hanson

CITY ADMINISTRATION	
Interim City Manager	Mike Novotny
Law Director	Jeff Limbian
Finance Director	Sean Housley
Clerk of Council	Michael Acomb

I. Call to Order

Mayor Hanson called the meeting to order at 6:02 pm.

II. Pledge of Allegiance / Silent Prayer

III. Roll Call

Mayor Hanson asked Mr. Acomb to call the roll.

Council Present: Councilperson Axiotis, Councilperson Benetis, Councilperson Persino
 Councilperson Rufener, Councilperson Stimpert.

Council Absent: None.

Staff Present: Interim City Manager Novotny, Clerk Acomb, Finance Director Housley,
 Law Director Limbian.

Staff Absent: None.

IV. Changes To Tonight's Agenda

Mr. Rufner made a motion to add a Motion to direct the City Manager and Finance
 Director to develop a professional advertisement for the position of Finance Director.
 Seconded by Mr. Axiotis.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms.
 Stimpert-yes. The motion passed 5-0.

Mr. Rufener made a motion to add a Motion to direct the Clerk of Council to inquire into
 the cost to advertise on Indeed, LinkedIn, and/or any other medium recommended by
 Mr. Housley and provide those costs to Council at the March 6 regular meeting.

Seconded by Mr. Axiotis.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms.
 Stimpert-yes. The motion passed 5-0.

Mr. Axiotis made a motion to add a Motion to amend law director's employment
 contract to remove the monthly payments in the contract and change it to bi-weekly

payments. Seconded by Mr. Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0.

Mr. Acomb stated that each motion would be added to New Business.

V. Special Presentations by Staff Members or Invited Consultants

Annual reports were read by representatives from the following (enclosed):

- Treasury Investment Board – Eileen Stanic (via telephone)

She thanked Council and Finance Director for the opportunity to address council and to share how they work with the city on the investment portfolio. She introduced herself as Eileen Stanek, regional director of advisory services for Meeder Investment Management. She's been working with public entities for over 20 years. And at Meeder, she oversees the firm's advisory staff and provides investment advisory services to a group of clients. Meeder specializes in providing investment advisory services to public entities. They help clients meet their investment objectives of safety, liquidity, and return within the confines of state statute and investment policies. They currently provide a service to over 400 public entities. Total assets under advisement as of today exceed 130 billion dollars. One the first steps taken with Newton Falls was to help to update the investment policy to align it with state law. And then on an ongoing basis developed and executed an investment strategy in conjunction with the finance director to meet the city's investment objectives of safety, liquidity, and return. She referenced the report that was titled Annual Supplemental Reports and explained that is a report that provided to the city once a year, and the purpose of the report is to provide information to assist the finance department in preparing the annual financial statements. This is an example of how one of the aspects of the service provided is specialized to meet the needs of the city and to meet the needs of public entities. The report shows all of the holdings of the city and then categorizes them. This provides a monthly snapshot of the city's investments along with the details of the individual holdings and the month's transactions, including income received for the month. She directed everyone to 2 of 12 of the report, the portfolio summary. On 12/31/2023, the city had in their investment portfolio securities that totaled \$5,142,014.09. It does not include any funds held in the city's bank account or Star-Ohio. Investment for securities in total yielded 2.94%. Interest rates have been increasing throughout 2023 and 2022, but when we think in terms of an investment portfolio, it is something that evolved with time. The Village is having maturities and reinvesting them, they are at the current levels of rates, which are higher than the combined portfolio at the end of the year. So that yield is expected to continue to grow. The average maturity of the securities currently stands at two and a half years. That means we have individual bonds, fixed income securities, i.e. bonds. This would be U.S. Treasury securities, U.S. government agency securities, and the like, some of which mature, have maturity dates that are within a year, some of which have maturities within two years, three years, four years, five years, and beyond, but on average the entire portfolio matures in two and a half years. We are looking to

reinvest funds to make sure no longer than three years with the intent to increase the liquidity for the city. StarOhio because is a very unique option for liquidity purposes. And at the end of the year, the city had invested in the StarOhio product, \$1.786 million. StarOhio is a money market fund that invests in very short-term securities and it can provide same-day availability of funds. This allows the finance director to easily move funds in and out of the Starr-Ohio account as needed, and provides a better return than having monies just maintained in the bank checking account. The fund is managed by the State Treasurer's Office. Meeder is an advisor to the State for this fund. It is not something that is available for individuals or corporations to invest in. Collectively across the state, at year-end, Ohio Public Entities had a total of \$19.3 billion in the fund. The city's balance was \$1.786 million. It is a great liquidity tool for the city.

- Charter Review Commission – John Richards read the report.
- Parks and Recreation Commission – Heidi Zimmermann read the report.

Mayor Hanson called a two-minute recess at 6:34 pm to allow the Interim City Manager to locate and return the podium to the Council Chambers for use by the citizens. Mr. Novotny and Mr. Housley located and returned the podium to the room. Mayor Hanson called the meeting back to order at 6:36 pm.

- Planning and Zoning Commission – Adam Zimmermann read the report.

VI. Public Comments (Agenda Items Only)

Craig Womer - 322 Morrison Avenue

He spoke as a member of the 2023 Charter Review Commission. He expressed pride in being a member. He spoke in support of the Charter. He spoke against division in the community. He expressed surprise and pleasure that all 16 amendments passed when he only expected half to pass. He encouraged the community to use that as evidence that the community can come together.

Rick Kerlin – 1009 Woodglen Avenue

He asked a few questions regarding the 2023 ordinances on tonight's agenda and expressed an opinion that they should be rewritten as new 2024 ordinances. He spoke against Ordinance 2023-03 citing concern that it may result in future councilpersons not having to take a drug test.

VII. Reports

- a. Mayor – Mayor Hanson spoke in support of a good bidding process when making large purchases. He expressed his desire to ensure that bids are secured for big ticket items, including vehicles.
- b. Council Members
 - i. Ward 2 – Mr. Axiotis – He attended the Planning and Zoning Meeting yesterday. He encouraged the commission to work with the law director to address their concerns about the future, particularly regarding marijuana.
 - ii. Ward 1 – Ms. Benetis – No report.
 - iii. At-Large – Ms. Stimpert – An Emergency Fire Board meeting happened on Sunday due to emergency repairs that were needed for a vehicle.

- iv. Ward 3 – Ms. Persino – The Community Services ad-hoc committee has a meeting scheduled on February 12 and there are 3 seats open. The police committee has one more seat open. She encouraged the public to notice that no Sheriff is present tonight. She spoke against the use of social media due to poor behavior by others when using it. She is furious that a resident said “How about the Valentine’s Day massacre, if you get our drift, lightening striking that day.” She expressed disgust at the social media post and spoke against it. She chastised the members of the community for this kind of behavior. She urged the community to learn how to get along with each other. She stated she considers the post a threat and she intends to pursue it. She stated that she will not attend another meeting without two deputies present. Mayor Hanson stated agreement.
- v. Ward 4 – Mr. Rufener – No report.
- c. Finance Director – Mr. Housley – He expressed thanks to Ms. Persino for her comments. January is closed and reconciled. He expressed belief that public records from his office can be handled promptly and Mr. Limbian has responded to all open requests. He met with Mr. Novotny and Superintendents and Councilpersons Stimpert and Rufener and Gardiner. Invoices are being disputed. A service credit is being sought from the electric department to install meters themselves. Council should expect future appropriations amendments, especially for the Scott Street project. The water department had a furnace break and needs an appropriation. He expects an amendment to be ready by the March 6 meeting. He encouraged residents to join the Treasury Investment Board and send their interest to Mr. Acomb.
- d. Law Director – Mr. Limbian thanked Ms. Persino for her comments about the social media post. The law department and prosecutors’ office takes those comments seriously. He will ask Trumbull County to assign a detective to investigate. He cautioned that veiled threats are very difficult to prove and prosecute. He will prepare a treatise regarding when something crosses the line and provide in publicly. Menacing, aggravated menacing, and telecommunications harassment are possible charges.
- e. Interim City Manager – Mr. Novotny – He stated that a prepared report to Council (enclosed) was provided, and he will take questions. He explained the furnace situation and shared that it is a complex replacement project. The electric bucket truck has returned from repairs due to an accident at over \$43,000; but the city only paid its deductible and testing fees. He addressed Ms. Persino’s concerns with the Sheriff and will follow-up on the request to provide deputies. He cautioned against the cost of additional deputies and stated that he would bring that increase expense to Council for approval.

VIII. Approval of Previous Minutes

Regular Meeting Minutes January 17, 2024

Mayor Hanson called for a motion to approve the minutes. Moved by Ms. Stimpert. Seconded by Mr. Axiotis.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The minutes were approved.

Special Meeting Minutes January, 31, 2024

Mayor Hanson called for a motion to approve the minutes. Moved by Ms. Stimpert. Seconded by Mr. Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The minutes were approved.

IX. Public Hearings

ORDINANCE 2024-02 (Amended)

Sponsors: Councilpersons Rufener, Stimpert

AN ORDINANCE AMENDING SECTION 133.03 OF THE ADMINISTRATIVE CODE PERTAINING TO THE CITY MANAGER'S CONTRACT AUTHORITY THRESHOLD

No public comments.

X. Unfinished Business

ORDINANCE 2023-30

Sponsors: Councilpersons Rufener, Stimpert, Axiotis

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

Mayor Hanson read the ordinance by title only. He called for a motion to adopt. Moved by Mr. Rufener. Seconded by Ms. Stimpert.

Mr. Axiotis asked if there were any concerns about the ordinance numbering related to those that appear on the agenda will 2023 numbers. Mr. Limbian stated there was no problem with the numbers as Council is cleaning up business from 2023 and it seems completely appropriate. He also stated that these actions provide a showing to the State of Ohio that Newton Falls is being diligent by keeping the same numbers of the ordinances that were court ordered as being adopted improperly. Mr. Housley stated that the numbering is more accurate to represent the time frame in question, particularly with the ordinances related to the budget. He added that the appropriations measure will have no impact and would not supersede the one that was approved in December, 2023. He stated that the appropriations and transfer ordinance were already reconciled in the year end appropriations. Mr. Rufener stated belief that these ordinances are on second reading from the September 11 meeting, which was deemed illegal, which also means they were never actually passed, so they do belong under Unfinished Business. They were initiated in 2023, and we are going back and cleaning up the ordinances that were null and void. Mr. Acomb clarified that records show that these ordinances received their first reading on September 11 and then subsequently received second and final readings on October 6. The court order voids the first reading. And so since they appeared in New Business on September 11, rather than repeating them as new business, Council has already seen them once and so it was decided to place the ordinances in Unfinished Business. Mr. Acomb stated further that tonight would be the first reading and then there would also need to be a second reading at a subsequent meeting. Since the September 11 meeting was voided, then the first reading was voided and every action taken after that is invalidated. It was decided the safer course of action was to put these on first reading tonight and then public comments, public hearing and final reading at the next meeting. Mr. Limbian agreed.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-abstain; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance was adopted. First Reading.

ORDINANCE 2023-31 *Sponsors: Councilpersons Rufener, Stimpert, Axiotis*
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

Mayor Hanson read the ordinance by title only. He called for a motion to adopt.

Moved by Mr. Rufener. Seconded by Ms. Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance was adopted. First Reading.

ORDINANCE 2023-34 *Sponsors: Councilpersons Rufener, Stimpert, Axiotis*
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

Mayor Hanson read the ordinance by title only. He called for a motion to adopt.

Moved by Mr. Rufener. Seconded by Ms. Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance was adopted. First Reading.

ORDINANCE 2023-35 *Sponsors: Councilpersons Rufener, Stimpert, Axiotis*
AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS

Mayor Hanson read the ordinance by title only. He called for a motion to adopt.

Moved by Mr. Rufener. Seconded by Ms. Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance was adopted. First Reading.

ORDINANCE 2024-02 (Amended) *Sponsors: Councilpersons Rufener, Stimpert*
AN ORDINANCE AMENDING SECTION 133.03 OF THE ADMINISTRATIVE CODE PERTAINING TO THE CITY MANAGER'S CONTRACT AUTHORITY THRESHOLD

Mayor Hanson read the ordinance by title only. He called for a motion to adopt.

Moved by Mr. Rufener. Seconded by Ms. Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance was adopted. Final Reading.

XI. New Business

ORDINANCE 2024-03 *Sponsors: Councilpersons Axiotis, Rufener, Stimpert*
AN ORDINANCE AMENDING SECTION 121.03 OF THE ADMINISTRATIVE CODE RELATING TO THE RULES OF CONDUCT AND PROCEDURE

Mayor Hanson read the ordinance by title only. He called for a motion to adopt.
Moved by Mr. Axiotis. Seconded by Ms. Stimpert.

Mr. Axiotis stated that this ordinance removes “city employee” from the section. The drug policy will remain in place; but the members of council are elected officials and not employees. He expressed concern about potential conflicts between a city manager and councilpersons. Background and credit checks are not appropriate for elected officials to submit to the city manager. Ms. Persino disagreed. She stated belief that she considered herself an employee because it is a job to her. Ms. Stimpert asked Mr. Limbian to comment. He stated Mr. Axiotis’ point is valid. Employees and elected officials are not the same. He stated belief that a requirement to drug test elected officials is potentially unconstitutional. Ms. Stimpert spoke in support of the ordinance and agreed with Mr. Limbian’s belief that drug testing requirements won’t stand up in court. Mr. Rufener stated that employees get compensation and healthcare benefits; which Council does not take. He stated the Council shall, or will, comply with the City Drug Free Workplace Policy. He spoke in support of the ordinance.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-no; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-1. The ordinance was adopted. First Reading.

ORDINANCE 2024-04

Sponsors: Councilpersons Stimpert, Rufener

AN ORDINANCE APPROVING THE RECODIFICATION, EDITING, AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES

Mayor Hanson read the ordinance by title only. He called for a motion to adopt.
Moved by Ms. Stimpert. Seconded by Mr. Rufener.

Ms. Stimpert stated this is the routine business of each year. Mr. Rufener stated this allows the publishing of new Ohio laws and local Council ordinances.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance was adopted. First Reading.

ORDINANCE 2024-06

Sponsors: Councilpersons Persino, Stimpert, Rufener, Axiotis

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PURCHASE A 2023 FORD F-350 TRUCK FROM SARCHIONE FORD LINCOLN AND UPFITTING EQUIPMENT FOR THE SAME TRUCK FROM QUALITY TRUCK BODY FOR USE BY THE WASTEWATER DEPARTMENT

Mayor Hanson read the ordinance by title only. He called for a motion to adopt.
Moved by Mr. Rufener. Seconded by Ms. Stimpert.

Mr. Axiotis stated he discussed with Mr. Novotny and expressed belief that a cheaper price is highly unlikely. He stated belief that it is a fair price. Mr. Novotny stated that this has been in process since the last quarter of 2023. It is state bid pricing. Another dealer quoted a similar truck. That price was \$1300 less than the proposed truck (enclosed). He explained that he does not recommend paying for a truck that cannot be delivered immediately, though, and noted that if the full amount is not paid at the time of purchase, there's a minimum of a \$3,500 charge that would be added to that total cost of the truck, which then puts the cost of the equivalent truck at \$83,178, which is approximately \$1,300 more than the cost of the complete truck that we're

wanting to purchase with this ordinance. The second factor on particular unit is that it will take 30 weeks to deliver. The third factor, the truck that we are wanting to purchase is diesel. Diesel is best for the amount of idle time the truck will endure. A diesel engine is a \$13,000 upcharge. So, to make apples to apples comparison, you would have to add \$12,987 just to the base price of the truck alone, which then would put the price of a state bid and equivalent truck of what we're wanting to purchase from Sarchione, at over \$92,000. The vehicle and all the equipment is in stock and probably will be delivered in approximately a month. It will replace a 1993 Chevy van and a 2004 Chevy van. He believes the diesel engine will last longer.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance was adopted. First Reading.

MOTION

A Motion to direct the City Manager and Finance Director to develop a professional advertisement for the position of finance director and present that advertisement to Council at the March 6 regular meeting.

Clerk Acomb read the motion. Mayor Hanson called for a motion to adopt. Moved by Mr. Rufener. Seconded by Ms. Persino.

Mr. Rufener stated this is not a negative action towards Mr. Housley. He intends to leave as he stated when he took the job.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0.

MOTION

A Motion to direct the Clerk of Council to inquire into the cost to advertise on Indeed, LinkedIn, and/or any other medium recommended by Mr. Housley and provide those costs to Council at the March 6 regular meeting.

Clerk Acomb read the motion. Mayor Hanson called for a motion to adopt. Moved by Mr. Rufener. Seconded by Mr. Axiotis.

Mr. Rufener stated that he intends to advertise far and wide for a qualified trained, certified individual. He wants the Clerk to identify: What are the professional sites on which we must advertise and what will the cost be?

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0.

MOTION

A Motion to make an amendment to Mr. Limbian's employment contract to change the contract language from monthly payments to bi-weekly payments.

Clerk Acomb read the motion. Mayor Hanson called for a motion to adopt. Moved by Ms. Benetis. Seconded by Ms. Stimpert.

Mr. Housley stated that Mr. Limbian's annual compensation will be divided by 26 payments and the contract would be revised to reflect that change from 12 monthly payments to 26 bi-weekly payments.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0.

XII. Public Comments

Rick Kerlin – 1009 Woodglen

Mr. Kerlin spoke against Ordinance 2024-03 stating too many contradictions. He expressed the belief that all public officials should be required to take a drug test.

Bruce Moore – 338 W. Broad

He expressed satisfaction in the Council working as a body. He spoke about the difference between part-time and full-time employees. He urged transparency from the body. He stated that he would like to see the Council consider three short term goals and three long terms goals and publicize those goals to the public.

Adam Zimmermann – 515 Lemae Avenue

He recollected that an appointed councilperson refused to take a drug test that led to his resignation. He stated belief that Council should be held to a higher standard than regular employees. He stated that a metal detector is available and should be reinstated for use at meetings. He thanked the mayor for the podium.

Anna Ebie -50 W. 9th Street

She stated that the assistant city manager should give an oral report to Council.

Craig Womer

He thanked Council for working together. This is one of the best meetings he's ever attended.

XIII. Closing Remarks

- a. Mayor – Mayor Hanson spoke in support of Ms. Persino's comments about social media. He spoke against the ability to use it without consequences. He expressed the desire to eliminate its use in Newton Falls. He supports a peace officer be present at the meetings. He reminded Ms. Persino with due respect that the use of profanity will not be tolerated in future meetings. He encouraged Mr. Limbian to follow-up.
- b. Council Members
 - i. Ward 2 – Mr. Axiotis – He addressed concern about Ordinance 2024-03 and stated that the ordinance proposes a change to strike the words "city employee" from that section of the code. He also stated belief that Councilpersons are not city employees. He gave an example in which he questioned the validity of many of the forms contained in the "employee packet", including a background check and a credit check. He questioned the reason that a city manager should have that information for the elected officials. He expressed concern about a city manager being able to possibly remove a councilperson based on the results of those checks and the idea that the city manager holds authority over all city employees. He stated further that it doesn't change the fact Councilperson would still be required to take a drug test. He stated belief that Council polices itself, it's very clear in the charter, but saying they are city employees makes it very ambiguous and that that's why it should be struck.
 - ii. Ward 1 – Ms. Benetis - She expressed wholehearted agreement with Mr. Axiotis' remarks.

- iii. Ward 3 – Ms. Persino - She apologized for her use of profanity but will not apologize for her passion and desire for accountability in the community. Adults need to set an example for the younger generation. She pledged to always try to work with everyone and apologized a second time for her behavior.
- iv. Ward 4 - Mr. Rufener – He reminded everyone that the commissions and committees have open vacancies. Please apply and serve your community. He thanked all for their help.
- v. At-Large – Ms. Stimpert stated that the Fire Board meeting is February 20. She wants Council to have a work session to develop goals. She will try to arrange a date.
- c. Finance Director – Mr. Housley – He stated that Council looks promising as a group. He likes how they work together. He spoke in support of the motions to replace him. The finance department is ready for a permanent director when Council decides it is time.
- d. Law Director – Mr. Limbian – No remarks.
- e. Interim City Manager – Mr. Novotny – He will follow up on the absence of the deputy.

XIV. Motion to Recess into Executive Session (If Necessary)

No Motion was made.

XV. Adjournment

Mayor Hanson called for a motion to adjourn the meeting. Moved by Mr. Rufener.

Seconded by Ms. Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The meeting was adjourned at 8:02 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council



City of Newton Falls Operating Account

Monthly Investment Report
December 31, 2023

Your Investment Representative:

Eileen Stanic
(440) 662-8268
estanic@meederinvestment.com

For questions about your account please contact your investment representative or contact publicfundsoperations@meederinvestment.com
Dublin, Ohio | Lansing, Michigan | Long Beach, California | Austin, Texas | 866-633-3371 | www.meederpublicfunds.com

PORTFOLIO SUMMARY

As of December 31, 2023

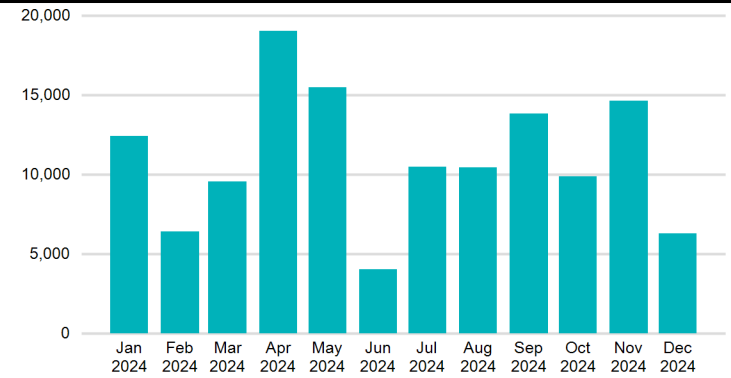
MONTHLY RECONCILIATION

Beginning Book Value	5,140,385.88
Contributions	
Withdrawals	
Prior Month Management Fees	(375.35)
Prior Month Custodian Fees	(41.01)
Realized Gains/Losses	
Purchased Interest	(413.65)
Gross Interest Earnings	2,458.22
Ending Book Value	5,142,014.09

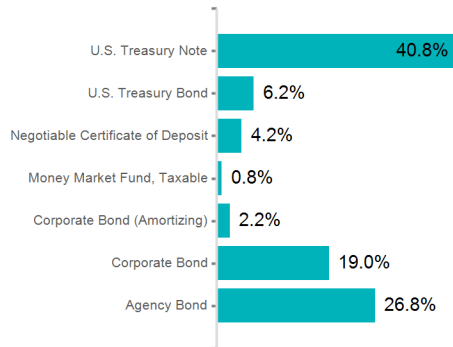
PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	2.94%
Portfolio Effective Duration	2.20 yrs
Weighted Average Maturity	2.50 yrs

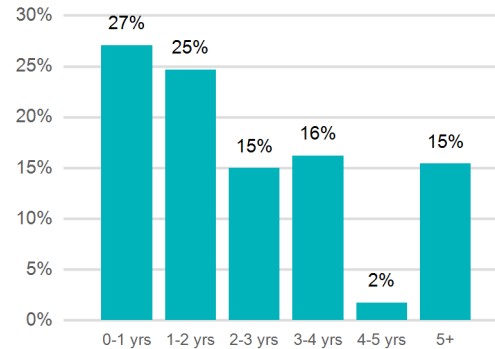
PROJECTED MONTHLY INCOME SCHEDULE



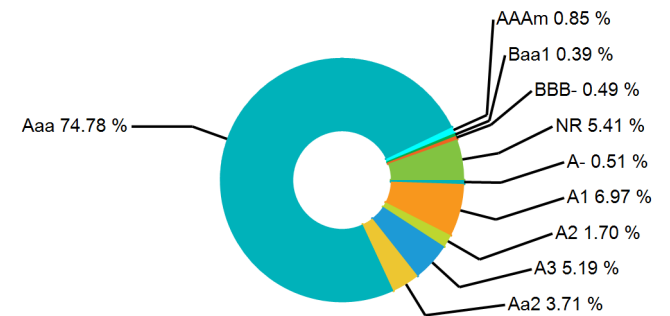
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY



City of Newton Falls Operating Account

PROJECTED INCOME SCHEDULE

As of December 31, 2023



CUSIP	SECURITY DESCRIPTION	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024
02377AAA6	American Airlines, Inc. 3.700% 10/01/2026				1,385						1,345		
037833DB3	Apple Inc. 2.900% 09/12/2027			435						435			
037833DP2	Apple Inc. 2.200% 09/11/2029			495						495			
037833ED8	Apple Inc. 1.650% 02/08/2031		413						413				
06051GHG7	Bank of America Corporation 3.970% 03/05/2029			794						794			
172967ML2	Citigroup Inc. 2.666% 01/29/2031	1,666						1,666					
178180GS8	City National Corporation 4.900% 11/24/2025					5,131						5,187	
210795QB9	United Airlines, Inc. 4.000% 10/29/2024				1,171						(4,158)		
30231GBE1	Exxon Mobil Corporation 2.440% 08/16/2029		610						610				
30231GBN1	Exxon Mobil Corporation 2.610% 10/15/2030				653						653		
3130A5R35	FHLB 2.875% 06/13/2025						1,509						1,509
3130ALUA0	FHLB 1.000% 04/07/2025				500						500		
3130AM2B7	FHLB 1.000% 04/29/2025				625						781		
3130ANGZ7	FHLB 0.550% 05/23/2025					275						275	
3130ANS43	FHLB 1.300% 09/15/2026			943						943			
3130AURS5	FHLB 4.250% 03/14/2025			2,125						2,125			
3133ELKA1	FFCB 1.750% 01/28/2026	656						656					
3133ENJ35	FFCB 3.320% 02/25/2026		1,162						1,162				
3133EPEH4	FFCB 3.875% 03/30/2026			1,356						1,356			
3133EPXB6	FFCB 4.625% 09/28/2027			1,619						1,619			
3133EPYM1	FFCB 4.750% 10/13/2027				1,663						1,663		
3135G0W66	FNMA 1.625% 10/15/2024				1,219						858		

City of Newton Falls Operating Account

PROJECTED INCOME SCHEDULE

As of December 31, 2023



CUSIP	SECURITY DESCRIPTION	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024
31424WAF9	AGM 4.875% 04/01/2027				1,463						1,463		
458140BH2	Intel Corporation 2.450% 11/15/2029					1,164						1,164	
46647PAF3	JPMorgan Chase & Co. 3.540% 05/01/2028					531						531	
46647PAM8	JPMorgan Chase & Co. 3.509% 01/23/2029	877						877					
46647PBX3	JPMorgan Chase & Co. 1.953% 02/04/2032		391						391				
477143AH4	JetBlue Airways Corporation 2.750% 05/15/2032				1,909							1,891	
69349LAR9	PNC Bank, National Association 4.050% 07/26/2028	1,215						1,215					
713448FA1	PepsiCo, Inc. 1.400% 02/25/2031		455						455				
713448FE3	PepsiCo, Inc. 1.950% 10/21/2031				585						585		
857477BG7	State Street Corporation 2.400% 01/24/2030	600						600					
880591EW8	TNNLL 0.750% 05/15/2025				544							544	
90932PAA6	United Airlines, Inc. 4.000% 04/11/2026				1,556						1,530		
91159HMM5	U.S. Bancorp 3.100% 04/27/2026				853						853		
9128282R0	UST 2.250% 08/15/2027		788						788				
9128286S4	UST 2.375% 04/30/2026				2,019						2,019		
912828U24	UST 2.000% 11/15/2026					600						600	
912828V98	UST 2.250% 02/15/2027		675						675				
912828X88	UST 2.375% 05/15/2027					713						713	
912828YQ7	UST 1.625% 10/31/2026				528						528		
912828YX2	UST 1.750% 12/31/2026						569						569
912828Z78	UST 1.500% 01/31/2027	488						488					
91282CBV2	UST 0.375% 04/15/2024				3,568								

City of Newton Falls Operating Account

PROJECTED INCOME SCHEDULE

As of December 31, 2023



CUSIP	SECURITY DESCRIPTION	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024
91282CCC3	UST 0.250% 05/15/2024					4,090							
91282CCT6	UST 0.375% 08/15/2024		281						4,342				
91282CCX7	UST 0.375% 09/15/2024			281						4,553			
91282CDH1	UST 0.750% 11/15/2024					563						3,768	
91282CDN8	UST 1.000% 12/15/2024						750						3,000
91282CDS7	UST 1.125% 01/15/2025	844						844					
91282CDV0	UST 0.875% 01/31/2024	1,922											
91282CEF4	UST 2.500% 03/31/2027			1,000						1,000			
91282CEN7	UST 2.750% 04/30/2027				894						894		
91282CEW7	UST 3.250% 06/30/2027						1,219						1,219
91282CEY3	UST 3.000% 07/15/2025	1,575						1,575					
91282CFB2	UST 2.750% 07/31/2027	963						963					
91282CFE6	UST 3.125% 08/15/2025		1,641						1,641				
931142EN9	Walmart Inc. 3.250% 07/08/2029	1,625						1,625					
949746RW3	Wells Fargo & Company 3.000% 04/22/2026				375						375		
94974BGP9	Wells Fargo & Company 3.550% 09/29/2025			533						533			
TOTAL		12,430	6,414	9,580	19,054	15,519	4,047	10,509	10,475	13,852	9,887	14,672	6,297

City of Newton Falls Operating Account

POSITION STATEMENT

As of December 31, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Cash and Cash Equivalents											
31846V567	First American Funds, Inc.	12/29/2023 12/29/2023	\$42,636.79	\$42,636.79	\$42,636.79	5.26%	0.003 0.003	\$1.00 \$42,636.79	\$0.00	0.63%	AAAm
STAROHIO	STAR Ohio XX789	12/29/2023 12/29/2023	\$1,786,812.79	\$1,786,812.79	\$1,786,812.79	5.58%	0.003 0.003	\$1.00 \$1,786,812.79	\$0.00	26.25%	AAAm
SubTotal			\$1,829,449.58	\$1,829,449.58	\$1,829,449.58	5.57%		\$1,829,449.58	\$0.00	26.88%	
Agency Bond											
3135G0W66	FNMA 1.625% 10/15/2024	2/8/2022 2/9/2022	\$150,000.00	\$150,360.75	\$150,360.75	1.53%	0.797	\$97.41 \$146,112.00	(\$4,248.75)	2.15%	Aaa AA+
3130AURS5	FHLB 4.250% 03/14/2025	2/8/2023 2/9/2023	\$100,000.00	\$99,458.00	\$99,458.00	4.52%	1.208	\$99.42 \$99,424.00	(\$34.00)	1.46%	Aaa AA+
3130ALUA0	FHLB 1.000% 04/07/2025	2/15/2022 2/16/2022	\$100,000.00	\$96,267.00	\$96,267.00	2.00%	1.274	\$95.15 \$95,151.00	(\$1,116.00)	1.40%	Aaa AA+
3130AM2B7	FHLB 1.000% 04/29/2025	2/15/2022 2/16/2022	\$125,000.00	\$120,843.75	\$120,843.75	2.00%	1.334	\$95.52 \$119,396.25	(\$1,447.50)	1.75%	Aaa AA+
880591EW8	TNNLL 0.750% 05/15/2025	2/16/2022 2/17/2022	\$145,000.00	\$140,043.90	\$140,043.90	1.84%	1.378	\$94.77 \$137,410.70	(\$2,633.20)	2.02%	Aaa AA+
3130ANGZ7	FHLB 0.550% 05/23/2025	2/15/2022 2/16/2022	\$100,000.00	\$95,621.00	\$95,621.00	1.94%	1.400	\$94.60 \$94,596.00	(\$1,025.00)	1.39%	Aaa AA+
3130A5R35	FHLB 2.875% 06/13/2025	2/8/2023 2/9/2023	\$105,000.00	\$101,330.78	\$101,330.78	4.46%	1.458	\$97.69 \$102,574.50	\$1,243.72	1.51%	Aaa AA+
3133ELKA1	FFCB 1.750% 01/28/2026	3/31/2023 4/3/2023	\$75,000.00	\$70,321.13	\$70,321.13	4.12%	2.085	\$94.96 \$71,217.75	\$896.62	1.05%	Aaa AA+
3133ENJ35	FFCB 3.320% 02/25/2026	3/31/2023 3/31/2023	\$70,000.00	\$68,536.30	\$68,536.30	4.09%	2.162	\$97.95 \$68,567.10	\$30.80	1.01%	Aaa AA+
3133EPEH4	FFCB 3.875% 03/30/2026	3/30/2023 3/31/2023	\$70,000.00	\$69,533.80	\$69,533.80	4.11%	2.252	\$99.26 \$69,478.50	(\$55.30)	1.02%	Aaa AA+
3130ANS43	FHLB 1.300% 09/15/2026	12/1/2023 12/4/2023	\$145,000.00	\$133,085.35 \$413.65	\$133,499.00	4.48%	2.715	\$92.66 \$134,352.65	\$1,267.30	1.97%	Aaa AA+
31424WAF9	AGM 4.875% 04/01/2027	10/30/2023 10/31/2023	\$60,000.00	\$59,787.00 \$260.00	\$60,047.00	4.99%	3.258	\$102.22 \$61,329.60	\$1,542.60	0.90%	
3133EPXB6	FFCB 4.625% 09/28/2027	10/16/2023 10/17/2023	\$70,000.00	\$69,370.70 \$170.87	\$69,541.57	4.88%	3.751	\$101.97 \$71,381.10	\$2,010.40	1.05%	Aaa AA+

City of Newton Falls Operating Account

POSITION STATEMENT

As of December 31, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
3133EPM1	FFCB 4.750% 10/13/2027	10/16/2023 10/17/2023	\$70,000.00	\$69,640.90 \$36.94	\$69,677.84	4.89%	3.792	\$102.60 \$71,822.10	\$2,181.20	1.06%	Aaa AA+
SubTotal			\$1,385,000.00	\$1,344,200.36 \$881.46	\$1,345,081.82	3.32%		\$1,342,813.25	(\$1,387.11)	19.73%	
Corporate Bond											
94974BGP9	Wells Fargo & Company 3.550% 09/29/2025	3/9/2016 3/9/2016	\$30,000.00	\$30,359.75	\$30,359.75	3.22%	1.753	\$97.67 \$29,301.60	(\$1,058.15)	0.43%	A1 BBB+
949746RW3	Wells Fargo & Company 3.000% 04/22/2026	4/15/2016 4/15/2016	\$25,000.00	\$24,942.25	\$24,942.25	3.02%	2.315	\$95.75 \$23,936.50	(\$1,005.75)	0.35%	A1 BBB+
91159HHM5	U.S. Bancorp 3.100% 04/27/2026	6/29/2017 6/29/2017	\$55,000.00	\$54,600.15	\$54,600.15	3.19%	2.329	\$95.74 \$52,655.35	(\$1,944.80)	0.77%	A3 A-
037833DB3	Apple Inc. 2.900% 09/12/2027	9/6/2017 9/6/2017	\$30,000.00	\$29,966.40	\$29,966.40	2.91%	3.707	\$95.78 \$28,733.10	(\$1,233.30)	0.42%	Aaa AA+
46647PAF3	JPMorgan Chase & Co. 3.540% 05/01/2028	4/18/2017 4/18/2017	\$30,000.00	\$30,020.70	\$30,020.70	3.52%	4.342	\$95.42 \$28,626.90	(\$1,393.80)	0.42%	A1 A-
69349LAR9	PNC Bank, National Association 4.050% 07/26/2028	7/23/2018 7/23/2018	\$60,000.00	\$59,853.60	\$59,853.60	4.07%	4.578	\$96.18 \$57,706.80	(\$2,146.80)	0.85%	A3 A-
46647PAM8	JPMorgan Chase & Co. 3.509% 01/23/2029	1/16/2018 1/16/2018	\$50,000.00	\$50,036.62	\$50,036.62	3.49%	5.074	\$94.78 \$47,389.50	(\$2,647.12)	0.70%	A1 A-
06051GHG7	Bank of America Corporation 3.970% 03/05/2029	2/28/2018 2/28/2018	\$40,000.00	\$40,000.00	\$40,000.00	3.97%	5.186	\$95.44 \$38,174.00	(\$1,826.00)	0.56%	A1 A-
931142EN9	Walmart Inc. 3.250% 07/08/2029	1/29/2020 1/29/2020	\$100,000.00	\$107,346.82	\$107,346.82	2.18%	5.529	\$95.93 \$95,929.00	(\$11,417.82)	1.41%	Aa2 AA
30231GBE1	Exxon Mobil Corporation 2.440% 08/16/2029	10/22/2019 10/22/2019	\$50,000.00	\$50,387.21	\$50,387.21	2.33%	5.636	\$90.96 \$45,480.00	(\$4,907.21)	0.67%	Aa2 AA-
037833DP2	Apple Inc. 2.200% 09/11/2029	9/4/2019 9/4/2019	\$45,000.00	\$44,863.65	\$44,863.65	2.23%	5.707	\$90.49 \$40,719.15	(\$4,144.50)	0.60%	Aaa AA+
458140BH2	Intel Corporation 2.450% 11/15/2029	11/18/2019 11/18/2019	\$75,000.00	\$74,901.00	\$74,901.00	2.46%	5.885	\$89.93 \$67,449.75	(\$7,451.25)	0.99%	A2 A

City of Newton Falls Operating Account

POSITION STATEMENT

As of December 31, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
458140BH2	Intel Corporation 2.450% 11/15/2029	2/10/2020 2/10/2020	\$15,000.00	\$15,318.75	\$15,318.75	2.20%	5.885	\$89.93 \$13,489.95	(\$1,828.80)	0.20%	A2 A
458140BH2	Intel Corporation 2.450% 11/15/2029	6/9/2020 6/9/2020	\$5,000.00	\$5,351.75	\$5,351.75	1.64%	5.885	\$89.93 \$4,496.65	(\$855.10)	0.07%	A2 A
857477BG7	State Street Corporation 2.400% 01/24/2030	1/22/2020 1/22/2020	\$50,000.00	\$49,797.00	\$49,797.00	2.44%	6.077	\$89.57 \$44,787.00	(\$5,010.00)	0.66%	A1 A
30231GBN1	Exxon Mobil Corporation 2.610% 10/15/2030	8/4/2021 8/4/2021	\$50,000.00	\$53,622.49	\$53,622.49	1.73%	6.800	\$89.60 \$44,797.50	(\$8,824.99)	0.66%	Aa2 AA-
172967ML2	Citigroup Inc. 2.666% 01/29/2031	1/22/2020 1/22/2020	\$125,000.00	\$125,000.00	\$125,000.00	2.66%	7.090	\$86.94 \$108,675.00	(\$16,325.00)	1.60%	A3 BBB+
037833ED8	Apple Inc. 1.650% 02/08/2031	2/1/2021 2/1/2021	\$50,000.00	\$49,986.00	\$49,986.00	1.65%	7.118	\$84.55 \$42,275.00	(\$7,711.00)	0.62%	Aaa AA+
713448FA1	PepsiCo, Inc. 1.400% 02/25/2031	10/5/2020 10/5/2020	\$65,000.00	\$64,738.05	\$64,738.05	1.44%	7.164	\$82.96 \$53,923.35	(\$10,814.70)	0.79%	A1 A+
713448FE3	PepsiCo, Inc. 1.950% 10/21/2031	10/6/2021 10/6/2021	\$60,000.00	\$59,793.00	\$59,793.00	1.98%	7.816	\$85.03 \$51,020.40	(\$8,772.60)	0.75%	A1 A+
46647PBX3	JPMorgan Chase & Co. 1.953% 02/04/2032	1/28/2021 1/28/2021	\$40,000.00	\$40,000.00	\$40,000.00	1.95%	8.107	\$81.58 \$32,632.40	(\$7,367.60)	0.48%	A1 A-
SubTotal			\$1,050,000.00	\$1,060,885.19	\$1,060,885.19	2.59%		\$952,198.90	(\$108,686.29)	13.99%	
Corporate Bond (Amortizing)											
210795QB9	United Airlines, Inc. 4.000% 10/29/2024	9/2/2012 9/2/2012	\$20,111.87	\$20,463.83	\$20,463.83	3.83%	0.836	\$97.75 \$19,660.16	(\$803.67)	0.29%	Baa1 BBB+
90932PAA6	United Airlines, Inc. 4.000% 04/11/2026	10/26/2016 10/26/2016	\$26,752.79	\$28,491.72	\$28,491.72	3.29%	2.285	\$95.45 \$25,535.27	(\$2,956.45)	0.38%	A-
02377AAA6	American Airlines, Inc. 3.700% 10/01/2026	9/3/2014 9/3/2014	\$15,844.41	\$15,297.73	\$15,297.73	3.65%	2.759	\$92.96 \$14,729.28	(\$568.45)	0.22%	BBB-
02377AAA6	American Airlines, Inc. 3.700% 10/01/2026	9/24/2014 9/24/2014	\$10,562.94	\$10,173.13	\$10,173.13	3.68%	2.759	\$92.96 \$9,819.52	(\$353.61)	0.14%	BBB-

POSITION STATEMENT

As of December 31, 2023

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
477143AH4	JetBlue Airways Corporation 2.750% 05/15/2032	1/15/2020 1/15/2020	\$49,026.43	\$52,018.92	\$52,018.92	2.58%	8.384	\$84.42 \$41,387.13	(\$10,631.79)	0.61%	A3
SubTotal			\$122,298.44	\$126,445.33	\$126,445.33	3.20%		\$111,131.36	(\$15,313.97)	1.63%	
Negotiable Certificate of Deposit											
178180GS8	City National Corporation 4.900% 11/24/2025	11/15/2022 11/23/2022	\$210,000.00	\$209,580.00	\$209,580.00	4.97%	1.907	\$100.17 \$210,359.10	\$779.10	3.09%	
SubTotal			\$210,000.00	\$209,580.00	\$209,580.00	4.97%		\$210,359.10	\$779.10	3.09%	
U.S. Treasury Bond											
91282CDV0	UST 0.875% 01/31/2024	2/4/2022 2/7/2022	\$150,000.00	\$148,734.38	\$148,734.38	1.31%	0.090	\$99.60 \$149,395.50	\$661.12	2.19%	Aaa AA+
9128286S4	UST 2.375% 04/30/2026	5/27/2022 5/31/2022	\$170,000.00	\$168,054.30	\$168,054.30	2.68%	2.337	\$96.05 \$163,286.70	(\$4,767.60)	2.40%	Aaa AA+
SubTotal			\$320,000.00	\$316,788.68	\$316,788.68	2.03%		\$312,682.20	(\$4,106.48)	4.59%	
U.S. Treasury Note											
91282CDR9	UST 0.750% 12/31/2023	2/4/2022 2/7/2022	\$125,000.00	\$123,769.53	\$123,769.53	1.28%	0.005	\$99.98 \$124,968.75	\$1,199.22	1.84%	Aaa AA+
91282CBV2	UST 0.375% 04/15/2024	2/8/2022 2/9/2022	\$150,000.00	\$146,712.89	\$146,712.89	1.40%	0.296	\$98.56 \$147,838.50	\$1,125.61	2.17%	Aaa AA+
91282CCC3	UST 0.250% 05/15/2024	2/8/2022 2/9/2022	\$150,000.00	\$146,097.65	\$146,097.65	1.42%	0.378	\$98.15 \$147,228.00	\$1,130.35	2.16%	Aaa AA+
91282CCT6	UST 0.375% 08/15/2024	2/8/2022 2/9/2022	\$150,000.00	\$145,939.45	\$145,939.45	1.47%	0.630	\$97.06 \$145,594.50	(\$344.95)	2.14%	Aaa AA+
91282CCX7	UST 0.375% 09/15/2024	2/8/2022 2/9/2022	\$150,000.00	\$145,728.51	\$145,728.51	1.50%	0.715	\$96.77 \$145,155.00	(\$573.51)	2.13%	Aaa AA+
91282CDH1	UST 0.750% 11/15/2024	2/8/2022 2/9/2022	\$150,000.00	\$146,794.92	\$146,794.92	1.54%	0.882	\$96.44 \$144,661.50	(\$2,133.42)	2.13%	Aaa AA+
91282CDN8	UST 1.000% 12/15/2024	2/8/2022 2/9/2022	\$150,000.00	\$147,750.00	\$147,750.00	1.54%	0.964	\$96.40 \$144,592.50	(\$3,157.50)	2.12%	Aaa AA+

City of Newton Falls Operating Account

POSITION STATEMENT

As of December 31, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
91282CDS7	UST 1.125% 01/15/2025	2/8/2022 2/9/2022	\$150,000.00	\$148,119.14	\$148,119.14	1.56%	1.049	\$96.29 \$144,427.50	(\$3,691.64)	2.12%	Aaa AA+
91282CEY3	UST 3.000% 07/15/2025	2/8/2023 2/9/2023	\$105,000.00	\$101,952.54	\$101,952.54	4.27%	1.545	\$97.78 \$102,665.85	\$713.31	1.51%	Aaa AA+
91282CFE6	UST 3.125% 08/15/2025	2/8/2023 2/9/2023	\$105,000.00	\$102,260.16	\$102,260.16	4.23%	1.630	\$97.96 \$102,854.85	\$594.69	1.51%	Aaa AA+
912828YQ7	UST 1.625% 10/31/2026	5/31/2023 6/1/2023	\$65,000.00	\$60,206.25	\$60,206.25	3.96%	2.841	\$93.58 \$60,825.70	\$619.45	0.89%	Aaa AA+
912828U24	UST 2.000% 11/15/2026	5/4/2023 5/5/2023	\$60,000.00	\$57,142.97	\$57,142.97	3.44%	2.882	\$94.48 \$56,688.60	(\$454.37)	0.83%	Aaa AA+
912828YX2	UST 1.750% 12/31/2026	8/18/2023 8/21/2023	\$65,000.00	\$59,378.52 \$160.73	\$59,539.25	4.56%	3.008	\$93.61 \$60,848.45	\$1,469.93	0.89%	Aaa AA+
912828Z78	UST 1.500% 01/31/2027	8/18/2023 8/21/2023	\$65,000.00	\$58,751.37 \$55.64	\$58,807.01	4.55%	3.093	\$92.73 \$60,277.10	\$1,525.73	0.89%	Aaa AA+
912828V98	UST 2.250% 02/15/2027	5/31/2023 6/1/2023	\$60,000.00	\$56,596.88	\$56,596.88	3.91%	3.134	\$94.89 \$56,932.20	\$335.32	0.84%	Aaa AA+
91282CEF4	UST 2.500% 03/31/2027	7/11/2023 7/12/2023	\$80,000.00	\$74,778.13	\$74,778.13	4.42%	3.255	\$95.53 \$76,421.60	\$1,643.47	1.12%	Aaa AA+
91282CEN7	UST 2.750% 04/30/2027	5/4/2023 5/5/2023	\$65,000.00	\$63,430.86	\$63,430.86	3.40%	3.337	\$96.18 \$62,519.60	(\$911.26)	0.92%	Aaa AA+
912828X88	UST 2.375% 05/15/2027	10/30/2023 10/31/2023	\$60,000.00	\$55,214.06	\$55,214.06	4.85%	3.378	\$94.96 \$56,974.20	\$1,760.14	0.84%	Aaa AA+
91282CEW7	UST 3.250% 06/30/2027	7/11/2023 7/12/2023	\$75,000.00	\$71,906.25 \$79.48	\$71,985.73	4.39%	3.504	\$97.68 \$73,257.00	\$1,350.75	1.08%	Aaa AA+
91282CFB2	UST 2.750% 07/31/2027	10/16/2023 10/17/2023	\$70,000.00	\$65,089.06 \$408.01	\$65,497.07	4.80%	3.589	\$95.95 \$67,164.30	\$2,075.24	0.99%	Aaa AA+
9128282R0	UST 2.250% 08/15/2027	10/16/2023 10/17/2023	\$70,000.00	\$63,858.60 \$269.63	\$64,128.23	4.78%	3.630	\$94.28 \$65,993.90	\$2,135.30	0.97%	Aaa AA+
SubTotal			\$2,120,000.00	\$2,041,477.74 \$973.49	\$2,042,451.23	2.71%		\$2,047,889.60	\$6,411.86	30.09%	
Grand Total			\$7,036,748.02	\$6,928,826.88 \$1,854.95	\$6,930,681.83	3.63%		\$6,806,523.99	(\$122,302.89)	100.00%	

TRANSACTION STATEMENT

As of December 31, 2023

Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Amount	Purchased Interest	Total Cost	Yield at Cost
Purchase									
Purchase	12/1/2023	12/4/2023	3130ANS43	FHLB 1.300% 09/15/2026	145,000.00	133,085.35	413.65	133,499.00	4.48%
Total					145,000.00	133,085.35	413.65	133,499.00	

Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends					
Interest/Dividends	12/1/2023	12/1/2023	31846V567	First American Funds, Inc.	198.84
Interest/Dividends	12/13/2023	12/13/2023	3130A5R35	FHLB 2.875% 06/13/2025	1,509.38
Interest/Dividends	12/15/2023	12/15/2023	91282CDN8	UST 1.000% 12/15/2024	750.00
Total					2,458.22

Transaction Type	Trade Date	Settlement Date	Transaction Description	Amount
Custodian Fee				
Custodian Fee	12/26/2023	12/26/2023	Cash Out	(41.01)
Total				(41.01)

Management Fee				
Management Fee	12/20/2023	12/20/2023	Cash Out	(375.35)
Total				(375.35)

STATEMENT DISCLOSURE

As of December 31, 2023



Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

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City of Newton Falls

Annual Supplemental Reports
December 31, 2023

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**City of Newton Falls
GASB 31 Compliance Detail
Sorted by Security Type - Maturity Date
December 29, 2023**

CUSIP	Security Description	Par Value	Coupon	Settle Date	Maturity Date	Principal Cost	Accrued Interest	Market Price/ Market Value	Unrealized Gain/ (Loss)
Agency Bond									
3135G0W66	FNMA 1.625% 10/15/2024	\$150,000.00	1.625%	2/9/2022	10/15/2024	\$150,360.75	\$501.04	\$97.41 \$146,112.00	(\$4,248.75)
3130AURS5	FHLB 4.250% 03/14/2025	\$100,000.00	4.250%	2/9/2023	3/14/2025	\$99,458.00	\$1,239.58	\$99.42 \$99,424.00	(\$34.00)
3130ALUA0	FHLB 1.000% 04/07/2025	\$100,000.00	1.000%	2/16/2022	4/7/2025	\$96,267.00	\$227.78	\$95.15 \$95,151.00	(\$1,116.00)
3130AM2B7	FHLB 1.000% 04/29/2025	\$125,000.00	1.000%	2/16/2022	4/29/2025	\$120,843.75	\$208.33	\$95.52 \$119,396.25	(\$1,447.50)
880591EW8	TNNLL 0.750% 05/15/2025	\$145,000.00	0.750%	2/17/2022	5/15/2025	\$140,043.90	\$132.92	\$94.77 \$137,410.70	(\$2,633.20)
3130ANGZ7	FHLB 0.550% 05/23/2025	\$100,000.00	0.550%	2/16/2022	5/23/2025	\$95,621.00	\$55.00	\$94.60 \$94,596.00	(\$1,025.00)
3130A5R35	FHLB 2.875% 06/13/2025	\$105,000.00	2.875%	2/9/2023	6/13/2025	\$101,330.78	\$134.17	\$97.69 \$102,574.50	\$1,243.72
3133ELKA1	FFCB 1.750% 01/28/2026	\$75,000.00	1.750%	4/3/2023	1/28/2026	\$70,321.13	\$550.52	\$94.96 \$71,217.75	\$896.62
3133ENJ35	FFCB 3.320% 02/25/2026	\$70,000.00	3.320%	3/31/2023	2/25/2026	\$68,536.30	\$800.49	\$97.95 \$68,567.10	\$30.80
3133EPEH4	FFCB 3.875% 03/30/2026	\$70,000.00	3.875%	3/31/2023	3/30/2026	\$69,533.80	\$670.59	\$99.26 \$69,478.50	(\$55.30)
3130ANS43	FHLB 1.300% 09/15/2026	\$145,000.00	1.300%	12/4/2023	9/15/2026	\$133,085.35	\$544.56	\$92.66 \$134,352.65	\$1,267.30
31424WAF9	AGM 4.875% 04/01/2027	\$60,000.00	4.875%	10/31/2023	4/1/2027	\$59,787.00	\$731.25	\$102.22 \$61,329.60	\$1,542.60
3133EPXB6	FFCB 4.625% 09/28/2027	\$70,000.00	4.625%	10/17/2023	9/28/2027	\$69,370.70	\$818.37	\$101.97 \$71,381.10	\$2,010.40

GASB 31 Compliance Detail

as of December 29, 2023

CUSIP	Security Description	Par Value	Coupon	Settle Date	Maturity Date	Principal Cost	Accrued Interest	Market Price/ Market Value	Unrealized Gain/ (Loss)
3133EPM1	FFCB 4.750% 10/13/2027	\$70,000.00	4.750%	10/17/2023	10/13/2027	\$69,640.90	\$701.94	\$102.60 \$71,822.10	\$2,181.20
Sub Total		\$1,385,000.00				\$1,344,200.36	\$7,316.54	\$1,342,813.25	(\$1,387.11)
Corporate Bond									
94974BGP9	Wells Fargo & Company 3.550% 09/29/2025	\$30,000.00	3.550%	3/9/2016	9/29/2025	\$30,359.75	\$266.25	\$97.67 \$29,301.60	(\$1,058.15)
949746RW3	Wells Fargo & Company 3.000% 04/22/2026	\$25,000.00	3.000%	4/15/2016	4/22/2026	\$24,942.25	\$139.58	\$95.75 \$23,936.50	(\$1,005.75)
91159HHM5	U.S. Bancorp 3.100% 04/27/2026	\$55,000.00	3.100%	6/29/2017	4/27/2026	\$54,600.15	\$293.64	\$95.74 \$52,655.35	(\$1,944.80)
037833DB3	Apple Inc. 2.900% 09/12/2027	\$30,000.00	2.900%	9/6/2017	9/12/2027	\$29,966.40	\$258.58	\$95.78 \$28,733.10	(\$1,233.30)
46647PAF3	JPMorgan Chase & Co. 3.540% 05/01/2028	\$30,000.00	3.540%	4/18/2017	5/1/2028	\$30,020.70	\$171.10	\$95.42 \$28,626.90	(\$1,393.80)
69349LAR9	PNC Bank, National Association 4.050% 07/26/2028	\$60,000.00	4.050%	7/23/2018	7/26/2028	\$59,853.60	\$1,032.75	\$96.18 \$57,706.80	(\$2,146.80)
46647PAM8	JPMorgan Chase & Co. 3.509% 01/23/2029	\$50,000.00	3.509%	1/16/2018	1/23/2029	\$50,036.62	\$760.28	\$94.78 \$47,389.50	(\$2,647.12)
06051GHG7	Bank of America Corporation 3.970% 03/05/2029	\$40,000.00	3.970%	2/28/2018	3/5/2029	\$40,000.00	\$502.87	\$95.44 \$38,174.00	(\$1,826.00)
931142EN9	Walmart Inc. 3.250% 07/08/2029	\$100,000.00	3.250%	1/29/2020	7/8/2029	\$107,346.82	\$1,543.75	\$95.93 \$95,929.00	(\$11,417.82)
30231GBE1	Exxon Mobil Corporation 2.440% 08/16/2029	\$50,000.00	2.440%	10/22/2019	8/16/2029	\$50,387.21	\$450.72	\$90.96 \$45,480.00	(\$4,907.21)
037833DP2	Apple Inc. 2.200% 09/11/2029	\$45,000.00	2.200%	9/4/2019	9/11/2029	\$44,863.65	\$297.00	\$90.49 \$40,719.15	(\$4,144.50)
458140BH2	Intel Corporation 2.450% 11/15/2029	\$75,000.00	2.450%	11/18/2019	11/15/2029	\$74,901.00	\$224.58	\$89.93 \$67,449.75	(\$7,451.25)
458140BH2	Intel Corporation 2.450% 11/15/2029	\$15,000.00	2.450%	2/10/2020	11/15/2029	\$15,318.75	\$44.92	\$89.93 \$13,489.95	(\$1,828.80)

GASB 31 Compliance Detail

as of December 29, 2023

CUSIP	Security Description	Par Value	Coupon	Settle Date	Maturity Date	Principal Cost	Accrued Interest	Market Price/ Market Value	Unrealized Gain/ (Loss)
458140BH2	Intel Corporation 2.450% 11/15/2029	\$5,000.00	2.450%	6/9/2020	11/15/2029	\$5,351.75	\$14.97	\$89.93 \$4,496.65	(\$855.10)
857477BG7	State Street Corporation 2.400% 01/24/2030	\$50,000.00	2.400%	1/22/2020	1/24/2030	\$49,797.00	\$516.67	\$89.57 \$44,787.00	(\$5,010.00)
30231GBN1	Exxon Mobil Corporation 2.610% 10/15/2030	\$50,000.00	2.610%	8/4/2021	10/15/2030	\$53,622.49	\$268.25	\$89.60 \$44,797.50	(\$8,824.99)
172967ML2	Citigroup Inc. 2.666% 01/29/2031	\$125,000.00	2.666%	1/22/2020	1/29/2031	\$125,000.00	\$1,388.54	\$86.94 \$108,675.00	(\$16,325.00)
037833ED8	Apple Inc. 1.650% 02/08/2031	\$50,000.00	1.650%	2/1/2021	2/8/2031	\$49,986.00	\$323.13	\$84.55 \$42,275.00	(\$7,711.00)
713448FA1	PepsiCo, Inc. 1.400% 02/25/2031	\$65,000.00	1.400%	10/5/2020	2/25/2031	\$64,738.05	\$313.44	\$82.96 \$53,923.35	(\$10,814.70)
713448FE3	PepsiCo, Inc. 1.950% 10/21/2031	\$60,000.00	1.950%	10/6/2021	10/21/2031	\$59,793.00	\$221.00	\$85.03 \$51,020.40	(\$8,772.60)
46647PBX3	JPMorgan Chase & Co. 1.953% 02/04/2032	\$40,000.00	1.953%	1/28/2021	2/4/2032	\$40,000.00	\$314.65	\$81.58 \$32,632.40	(\$7,367.60)
Sub Total		\$1,050,000.00				\$1,060,885.19	\$9,346.67	\$952,198.90	(\$108,686.29)
Corporate Bond (Amortizing)									
210795QB9	United Airlines, Inc. 4.000% 10/29/2024	\$20,111.87	4.000%	9/2/2012	10/29/2024	\$20,463.83	\$134.08	\$97.75 \$19,660.16	(\$803.67)
90932PAA6	United Airlines, Inc. 4.000% 04/11/2026	\$26,752.79	4.000%	10/26/2016	4/11/2026	\$28,491.72	\$231.86	\$95.45 \$25,535.27	(\$2,956.45)
02377AAA6	American Airlines, Inc. 3.700% 10/01/2026	\$15,844.41	3.700%	9/3/2014	10/1/2026	\$15,297.73	\$143.30	\$92.96 \$14,729.28	(\$568.45)
02377AAA6	American Airlines, Inc. 3.700% 10/01/2026	\$10,562.94	3.700%	9/24/2014	10/1/2026	\$10,173.13	\$95.54	\$92.96 \$9,819.52	(\$353.61)
477143AH4	JetBlue Airways Corporation 2.750% 05/15/2032	\$49,026.43	2.750%	1/15/2020	5/15/2032	\$52,018.92	\$164.78	\$84.42 \$41,387.13	(\$10,631.79)
Sub Total		\$122,298.44				\$126,445.33	\$769.56	\$111,131.36	(\$15,313.97)

GASB 31 Compliance Detail

as of December 29, 2023

CUSIP	Security Description	Par Value	Coupon	Settle Date	Maturity Date	Principal Cost	Accrued Interest	Market Price/ Market Value	Unrealized Gain/ (Loss)
Negotiable Certificate of Deposit									
178180GS8	City National Corporation 4.900% 11/24/2025	\$210,000.00	4.900%	11/23/2022	11/24/2025	\$209,580.00	\$1,014.90	\$100.17 \$210,359.10	\$779.10
Sub Total		\$210,000.00				\$209,580.00	\$1,014.90	\$210,359.10	\$779.10
U.S. Treasury Bond									
91282CDV0	UST 0.875% 01/31/2024	\$150,000.00	0.875%	2/7/2022	1/31/2024	\$148,734.38	\$538.55	\$99.60 \$149,395.50	\$661.12
9128286S4	UST 2.375% 04/30/2026	\$170,000.00	2.375%	5/31/2022	4/30/2026	\$168,054.30	\$654.43	\$96.05 \$163,286.70	(\$4,767.60)
Sub Total		\$320,000.00				\$316,788.68	\$1,192.98	\$312,682.20	(\$4,106.48)
U.S. Treasury Note									
91282CDR9	UST 0.750% 12/31/2023	\$125,000.00	0.750%	2/7/2022	12/31/2023	\$123,769.53	\$463.65	\$99.98 \$124,968.75	\$1,199.22
91282CBV2	UST 0.375% 04/15/2024	\$150,000.00	0.375%	2/9/2022	4/15/2024	\$146,712.89	\$115.27	\$98.56 \$147,838.50	\$1,125.61
91282CCC3	UST 0.250% 05/15/2024	\$150,000.00	0.250%	2/9/2022	5/15/2024	\$146,097.65	\$45.33	\$98.15 \$147,228.00	\$1,130.35
91282CCT6	UST 0.375% 08/15/2024	\$150,000.00	0.375%	2/9/2022	8/15/2024	\$145,939.45	\$207.88	\$97.06 \$145,594.50	(\$344.95)
91282CCX7	UST 0.375% 09/15/2024	\$150,000.00	0.375%	2/9/2022	9/15/2024	\$145,728.51	\$162.26	\$96.77 \$145,155.00	(\$573.51)
91282CDH1	UST 0.750% 11/15/2024	\$150,000.00	0.750%	2/9/2022	11/15/2024	\$146,794.92	\$135.99	\$96.44 \$144,661.50	(\$2,133.42)
91282CDN8	UST 1.000% 12/15/2024	\$150,000.00	1.000%	2/9/2022	12/15/2024	\$147,750.00	\$57.38	\$96.40 \$144,592.50	(\$3,157.50)
91282CDS7	UST 1.125% 01/15/2025	\$150,000.00	1.125%	2/9/2022	1/15/2025	\$148,119.14	\$765.79	\$96.29 \$144,427.50	(\$3,691.64)
91282CEY3	UST 3.000% 07/15/2025	\$105,000.00	3.000%	2/9/2023	7/15/2025	\$101,952.54	\$1,429.48	\$97.78 \$102,665.85	\$713.31

GASB 31 Compliance Detail

as of December 29, 2023

CUSIP	Security Description	Par Value	Coupon	Settle Date	Maturity Date	Principal Cost	Accrued Interest	Market Price/ Market Value	Unrealized Gain/ (Loss)
91282CFE6	UST 3.125% 08/15/2025	\$105,000.00	3.125%	2/9/2023	8/15/2025	\$102,260.16	\$1,212.64	\$97.96 \$102,854.85	\$594.69
912828YQ7	UST 1.625% 10/31/2026	\$65,000.00	1.625%	6/1/2023	10/31/2026	\$60,206.25	\$171.21	\$93.58 \$60,825.70	\$619.45
912828U24	UST 2.000% 11/15/2026	\$60,000.00	2.000%	5/5/2023	11/15/2026	\$57,142.97	\$145.05	\$94.48 \$56,688.60	(\$454.37)
912828YX2	UST 1.750% 12/31/2026	\$65,000.00	1.750%	8/21/2023	12/31/2026	\$59,378.52	\$562.57	\$93.61 \$60,848.45	\$1,469.93
912828Z78	UST 1.500% 01/31/2027	\$65,000.00	1.500%	8/21/2023	1/31/2027	\$58,751.37	\$400.07	\$92.73 \$60,277.10	\$1,525.73
912828V98	UST 2.250% 02/15/2027	\$60,000.00	2.250%	6/1/2023	2/15/2027	\$56,596.88	\$498.91	\$94.89 \$56,932.20	\$335.32
91282CEF4	UST 2.500% 03/31/2027	\$80,000.00	2.500%	7/12/2023	3/31/2027	\$74,778.13	\$491.80	\$95.53 \$76,421.60	\$1,643.47
91282CEN7	UST 2.750% 04/30/2027	\$65,000.00	2.750%	5/5/2023	4/30/2027	\$63,430.86	\$289.73	\$96.18 \$62,519.60	(\$911.26)
912828X88	UST 2.375% 05/15/2027	\$60,000.00	2.375%	10/31/2023	5/15/2027	\$55,214.06	\$172.25	\$94.96 \$56,974.20	\$1,760.14
91282CEW7	UST 3.250% 06/30/2027	\$75,000.00	3.250%	7/12/2023	6/30/2027	\$71,906.25	\$1,205.50	\$97.68 \$73,257.00	\$1,350.75
91282CFB2	UST 2.750% 07/31/2027	\$70,000.00	2.750%	10/17/2023	7/31/2027	\$65,089.06	\$789.88	\$95.95 \$67,164.30	\$2,075.24
9128282R0	UST 2.250% 08/15/2027	\$70,000.00	2.250%	10/17/2023	8/15/2027	\$63,858.60	\$582.07	\$94.28 \$65,993.90	\$2,135.30
Sub Total		\$2,120,000.00				\$2,041,477.74	\$9,904.71	\$2,047,889.60	\$6,411.86
Grand Total		\$5,207,298.44				\$5,099,377.30	\$29,545.36	\$4,977,074.41	(\$122,302.89)

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023

SUMMARY BY SECURITY TYPE AND MATURITY DISTRIBUTION

Investment Type	Market Value						Total	% of Total	WTD Maturity
	0-1 yrs	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5+ yrs			
Money Market Fund	42,636.79						42,636.79	0.63%	-
Local Government Investment Pool	1,786,812.79						1,786,812.79	26.25%	-
Agency Bond	146,112.00	648,552.45	343,616.00	204,532.80			1,342,813.25	19.73%	1.89
U.S. Treasury Note	1,000,038.75	349,948.20	117,514.30	580,388.35			2,047,889.60	30.09%	1.62
Corporate Bond		29,301.60	76,591.85	28,733.10	86,333.70	731,238.65	952,198.90	13.99%	5.65
Corporate Bond (Amortizing)	19,660.16		50,084.07			41,387.13	111,131.36	1.63%	4.40
U.S. Treasury Bond	149,395.50		163,286.70				312,682.20	4.59%	1.26
Negotiable Certificate of Deposit		210,359.10					210,359.10	3.09%	1.91
	3,144,655.99	1,238,161.35	751,092.92	813,654.25	86,333.70	772,625.78	6,806,523.99	100.00%	1.84

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023

DETAIL BY ISSUER

Issuer	CUSIP	Coupon	Maturity Date	Par Value	Principal Cost	Market Value	% of Portfolio	Maturity/ Duration	S&P	Moody's
Agency Bond										
AGM										
AGM	31424WAF9	4.875	4/1/2027	60,000.00	59,787.00	61,329.60	0.90%	3.26		
Total per Issuer				60,000.00	59,787.00	61,329.60	0.90%	3.26 0.000		
FFCB										
FFCB	3133ELKA1	1.750	1/28/2026	75,000.00	70,321.13	71,217.75	1.05%	2.08	AA+	Aaa
FFCB	3133ENJ35	3.320	2/25/2026	70,000.00	68,536.30	68,567.10	1.01%	2.16	AA+	Aaa
FFCB	3133EPEH4	3.875	3/30/2026	70,000.00	69,533.80	69,478.50	1.02%	2.25	AA+	Aaa
FFCB	3133EPLYM1	4.750	10/13/2027	70,000.00	69,640.90	71,822.10	1.06%	3.79	AA+	Aaa
FFCB	3133EPXB6	4.625	9/28/2027	70,000.00	69,370.70	71,381.10	1.05%	3.75	AA+	Aaa
Total per Issuer				355,000.00	347,402.83	352,466.55	5.18%	2.82 0.000		

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023

Issuer	CUSIP	Coupon	Maturity Date	Par Value	Principal Cost	Market Value	% of Portfolio	Maturity/ Duration	S&P	Moody's
FHLB										
FHLB	3130ANGZ7	0.550	5/23/2025	100,000.00	95,621.00	94,596.00	1.39%	1.40	AA+	Aaa
FHLB	3130ALUA0	1.000	4/7/2025	100,000.00	96,267.00	95,151.00	1.40%	1.27	AA+	Aaa
FHLB	3130AM2B7	1.000	4/29/2025	125,000.00	120,843.75	119,396.25	1.75%	1.33	AA+	Aaa
FHLB	3130A5R35	2.875	6/13/2025	105,000.00	101,330.78	102,574.50	1.51%	1.46	AA+	Aaa
FHLB	3130AURS5	4.250	3/14/2025	100,000.00	99,458.00	99,424.00	1.46%	1.21	AA+	Aaa
FHLB	3130ANS43	1.300	9/15/2026	145,000.00	133,085.35	134,352.65	1.97%	2.71	AA+	Aaa
Total per Issuer				675,000.00	646,605.88	645,494.40	9.48%	1.62 0.000		
FNMA										
FNMA	3135G0W66	1.625	10/15/2024	150,000.00	150,360.75	146,112.00	2.15%	0.80	AA+	Aaa
Total per Issuer				150,000.00	150,360.75	146,112.00	2.15%	0.80 0.000		
TNNLL										
TNNLL	880591EW8	0.750	5/15/2025	145,000.00	140,043.90	137,410.70	2.02%	1.38	AA+	Aaa
Total per Issuer				145,000.00	140,043.90	137,410.70	2.02%	1.38 0.000		
Corporate Bond										
Apple Inc.										
Apple Inc.	037833DB3	2.900	9/12/2027	30,000.00	29,966.40	28,733.10	0.42%	3.70	AA+	Aaa
Apple Inc.	037833DP2	2.200	9/11/2029	45,000.00	44,863.65	40,719.15	0.60%	5.70	AA+	Aaa

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023

Issuer	CUSIP	Coupon	Maturity Date	Par Value	Principal Cost	Market Value	% of Portfolio	Maturity/ Duration	S&P	Moody's
Apple Inc.	037833ED8	1.650	2/8/2031	50,000.00	49,986.00	42,275.00	0.62%	7.11	AA+	Aaa
Total per Issuer				125,000.00	124,816.05	111,727.25	1.64%	5.72 0.000		
Bank of America Corporation										
Bank of America Corporation	06051GHG7	3.970	3/5/2029	40,000.00	40,000.00	38,174.00	0.56%	5.18	A-	A1
Total per Issuer				40,000.00	40,000.00	38,174.00	0.56%	5.18 0.000		
Citigroup Inc.										
Citigroup Inc.	172967ML2	2.666	1/29/2031	125,000.00	125,000.00	108,675.00	1.60%	7.09	BBB+	A3
Total per Issuer				125,000.00	125,000.00	108,675.00	1.60%	7.09 0.000		
Exxon Mobil Corporation										
Exxon Mobil Corporation	30231GBN1	2.610	10/15/2030	50,000.00	53,622.49	44,797.50	0.66%	6.80	AA-	Aa2
Exxon Mobil Corporation	30231GBE1	2.440	8/16/2029	50,000.00	50,387.21	45,480.00	0.67%	5.63	AA-	Aa2
Total per Issuer				100,000.00	104,009.70	90,277.50	1.33%	6.21 0.000		
Intel Corporation										
Intel Corporation	458140BH2	2.450	11/15/2029	95,000.00	95,571.50	85,436.35	1.26%	5.88	A	A2
Total per Issuer				95,000.00	95,571.50	85,436.35	1.26%	5.88 0.000		
JPMorgan Chase & Co.										
JPMorgan Chase & Co.	46647PAF3	3.540	5/1/2028	30,000.00	30,020.70	28,626.90	0.42%	4.34	A-	A1
JPMorgan Chase & Co.	46647PAM8	3.509	1/23/2029	50,000.00	50,036.62	47,389.50	0.70%	5.07	A-	A1
JPMorgan Chase & Co.	46647PBX3	1.953	2/4/2032	40,000.00	40,000.00	32,632.40	0.48%	8.10	A-	A1

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023

Issuer	CUSIP	Coupon	Maturity Date	Par Value	Principal Cost	Market Value	% of Portfolio	Maturity/ Duration	S&P	Moody's
Total per Issuer				120,000.00	120,057.32	108,648.80	1.60%	5.79 0.000		
PepsiCo, Inc.										
PepsiCo, Inc.	713448FA1	1.400	2/25/2031	65,000.00	64,738.05	53,923.35	0.79%	7.16	A+	A1
PepsiCo, Inc.	713448FE3	1.950	10/21/2031	60,000.00	59,793.00	51,020.40	0.75%	7.81	A+	A1
Total per Issuer				125,000.00	124,531.05	104,943.75	1.54%	7.48 0.000		
PNC Bank, National Association										
PNC Bank, National Association	69349LAR9	4.050	7/26/2028	60,000.00	59,853.60	57,706.80	0.85%	4.57	A-	A3
Total per Issuer				60,000.00	59,853.60	57,706.80	0.85%	4.57 0.000		
State Street Corporation										
State Street Corporation	857477BG7	2.400	1/24/2030	50,000.00	49,797.00	44,787.00	0.66%	6.07	A	A1
Total per Issuer				50,000.00	49,797.00	44,787.00	0.66%	6.07 0.000		
U.S. Bancorp										
U.S. Bancorp	91159HHM5	3.100	4/27/2026	55,000.00	54,600.15	52,655.35	0.77%	2.33	A-	A3
Total per Issuer				55,000.00	54,600.15	52,655.35	0.77%	2.33 0.000		
Walmart Inc.										
Walmart Inc.	931142EN9	3.250	7/8/2029	100,000.00	107,346.82	95,929.00	1.41%	5.52	AA	Aa2
Total per Issuer				100,000.00	107,346.82	95,929.00	1.41%	5.52 0.000		
Wells Fargo & Company										
Wells Fargo & Company	94974BGP9	3.550	9/29/2025	30,000.00	30,359.75	29,301.60	0.43%	1.75	BBB+	A1

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023

Issuer	CUSIP	Coupon	Maturity Date	Par Value	Principal Cost	Market Value	% of Portfolio	Maturity/ Duration	S&P	Moody's
Wells Fargo & Company	949746RW3	3.000	4/22/2026	25,000.00	24,942.25	23,936.50	0.35%	2.31	BBB+	A1
Total per Issuer				55,000.00	55,302.00	53,238.10	0.78%	2.00 0.000		
Corporate Bond (Amortizing)										
American Airlines, Inc.										
American Airlines, Inc.	02377AAA6	3.700	10/1/2026	26,407.36	25,470.86	24,548.80	0.36%	2.76	BBB-	
Total per Issuer				26,407.36	25,470.86	24,548.80	0.36%	2.76 0.000		
JetBlue Airways Corporation										
JetBlue Airways Corporation	477143AH4	2.750	5/15/2032	49,026.43	52,018.92	41,387.13	0.61%	8.38		A3
Total per Issuer				49,026.43	52,018.92	41,387.13	0.61%	8.38 0.000		
United Airlines, Inc.										
United Airlines, Inc.	90932PAA6	4.000	4/11/2026	26,752.79	28,491.72	25,535.27	0.38%	2.28	A-	
United Airlines, Inc.	210795QB9	4.000	10/29/2024	20,111.87	20,463.83	19,660.16	0.29%	0.84	BBB+	Baa1
Total per Issuer				46,864.66	48,955.55	45,195.43	0.66%	1.65 0.000		
Local Government Investment Pool										
STAR Ohio										
STAR Ohio	STAROHIO	5.580		1,786,812.79	1,786,812.79	1,786,812.79	26.25%		AAAm	
Total per Issuer				1,786,812.79	1,786,812.79	1,786,812.79	26.25%	0.00 0.000		

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023

Issuer	CUSIP	Coupon	Maturity Date	Par Value	Principal Cost	Market Value	% of Portfolio	Maturity/ Duration	S&P	Moody's
Money Market Fund										
First American Funds, Inc.										
First American Funds, Inc.	31846V567			42,636.79	42,636.79	42,636.79	0.63%		AAAm	
Total per Issuer				42,636.79	42,636.79	42,636.79	0.63%	0.00 0.000		
Negotiable Certificate of Deposit										
City National Corporation										
City National Corporation	178180GS8	4.900	11/24/2025	210,000.00	209,580.00	210,359.10	3.09%	1.91		
Total per Issuer				210,000.00	209,580.00	210,359.10	3.09%	1.91 0.000		
U.S. Treasury Bond										
UST										
UST	91282CDV0	0.875	1/31/2024	150,000.00	148,734.38	149,395.50	2.19%	0.09	AA+	Aaa
UST	9128286S4	2.375	4/30/2026	170,000.00	168,054.30	163,286.70	2.40%	2.34	AA+	Aaa
Total per Issuer				320,000.00	316,788.68	312,682.20	4.59%	1.26 0.000		
U.S. Treasury Note										
UST										
UST	912828U24	2.000	11/15/2026	60,000.00	57,142.97	56,688.60	0.83%	2.88	AA+	Aaa
UST	912828YQ7	1.625	10/31/2026	65,000.00	60,206.25	60,825.70	0.89%	2.84	AA+	Aaa
UST	91282CBV2	0.375	4/15/2024	150,000.00	146,712.89	147,838.50	2.17%	0.30	AA+	Aaa
UST	91282CCC3	0.250	5/15/2024	150,000.00	146,097.65	147,228.00	2.16%	0.38	AA+	Aaa

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023



UST	91282CCT6	0.375	8/15/2024	150,000.00	145,939.45	145,594.50	2.14%	0.63	AA+	Aaa
UST	91282CCX7	0.375	9/15/2024	150,000.00	145,728.51	145,155.00	2.13%	0.71	AA+	Aaa
UST	91282CDH1	0.750	11/15/2024	150,000.00	146,794.92	144,661.50	2.13%	0.88	AA+	Aaa
UST	91282CDN8	1.000	12/15/2024	150,000.00	147,750.00	144,592.50	2.12%	0.96	AA+	Aaa
UST	91282CDR9	0.750	12/31/2023	125,000.00	123,769.53	124,968.75	1.84%	0.01	AA+	Aaa
UST	91282CDS7	1.125	1/15/2025	150,000.00	148,119.14	144,427.50	2.12%	1.05	AA+	Aaa
UST	912828Z78	1.500	1/31/2027	65,000.00	58,751.37	60,277.10	0.89%	3.09	AA+	Aaa
UST	912828YX2	1.750	12/31/2026	65,000.00	59,378.52	60,848.45	0.89%	3.01	AA+	Aaa
UST	912828V98	2.250	2/15/2027	60,000.00	56,596.88	56,932.20	0.84%	3.13	AA+	Aaa
UST	91282CEF4	2.500	3/31/2027	80,000.00	74,778.13	76,421.60	1.12%	3.25	AA+	Aaa
UST	91282CEN7	2.750	4/30/2027	65,000.00	63,430.86	62,519.60	0.92%	3.33	AA+	Aaa
UST	912828X88	2.375	5/15/2027	60,000.00	55,214.06	56,974.20	0.84%	3.38	AA+	Aaa
UST	91282CEW7	3.250	6/30/2027	75,000.00	71,906.25	73,257.00	1.08%	3.50	AA+	Aaa
UST	91282CEY3	3.000	7/15/2025	105,000.00	101,952.54	102,665.85	1.51%	1.54	AA+	Aaa
UST	91282CFB2	2.750	7/31/2027	70,000.00	65,089.06	67,164.30	0.99%	3.59	AA+	Aaa
UST	91282CFE6	3.125	8/15/2025	105,000.00	102,260.16	102,854.85	1.51%	1.63	AA+	Aaa
UST	9128282R0	2.250	8/15/2027	70,000.00	63,858.60	65,993.90	0.97%	3.63	AA+	Aaa
Total per Issuer				2,120,000.00	2,041,477.74	2,047,889.60	30.09%	1.62 0.000		

GASB 40 CREDIT & INTEREST RATE RISK

as of December 29, 2023



Grand Total	7,036,748.02	6,928,826.88	6,806,523.99	100.00%	1.84 0.000
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GASB72 Fair Value Measurement and Application

as of December 29, 2023

Security Type	Total	Investments not Measured at Fair Value	Level		
			1	2	3
Agency Bond	\$1,342,813.25	-	-	\$1,342,813.25	-
Corporate Bond	\$952,198.90	-	-	\$952,198.90	-
Corporate Bond (Amortizing)	\$111,131.36	-	-	\$111,131.36	-
Local Government Investment Pool	\$1,786,812.79	\$1,786,812.79	-	-	-
Money Market Fund	\$42,636.79	\$42,636.79	-	-	-
Negotiable Certificate of Deposit	\$210,359.10	-	-	\$210,359.10	-
U.S. Treasury Bond	\$312,682.20	-	-	\$312,682.20	-
U.S. Treasury Note	\$2,047,889.60	-	-	\$2,047,889.60	-
Total Investments	\$6,806,523.99	\$1,829,449.58	-	\$4,977,074.41	-

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Market value may reflect fair valuation prices provided by pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the price at which the security can be sold or the price reported in custodial statements. The accrued interest on coupon securities represents the amount accrued but not yet paid as of the date of this report. Certain information and data, including market prices and credit ratings, has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties.

The fair value summary utilizes a hierarchy categorizing valuation techniques utilized to measure fair value based on generally accepted accounting principles consistent with GASB Statement No. 72. Level 1 inputs are quoted prices for identical assets in active markets; Level 2 inputs are inputs, other than quoted prices included in Level 1, that are observable for an asset, either directly or indirectly; and Level 3 inputs are unobservable inputs for an asset.

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2023 Annual Report
Parks and Recreation

CM: Pam Priddy

Council Representative: Tesa Spletzer

Current Committee Members:

Chair: Laura Neiheisel

Secretary: Heidi Zimmerman

John Donato

Past Member:

Tim Stinson

P&R funds expended by this committee: \$0

The committee would like to thank the CM and 2023 Council Rep Tesa Spletzer for the following list of achievements, activities, and park improvements that the committee proposed, and were enabled to successfully implement with the assistance, information, funding, and guidance offered to us through their communications with us throughout the year:

By contrast, the following is a list of motions proposed by the committee in 2023, which met largely with silence, zero communication to council and negative feedback (if any) from the CM:

- 1, Mulch for the playgrounds.
- 2, Power washing the playground equipment
3. Motion made in March to request the budget. (In August, the Finance Director did meet with us. It was explained to us in August, that it was too late in the year for many projects, that the CM had already spent the vast majority of our budget, and we were reminded that we are an advisory committee and must request approval for any plans).
4. Motion was made in March to get updates on grant availability for P&R. No information shared with us.
- 5, Motions were made to inspect and repair all playground equipment, to repair or remove/replace damaged and dangerous fencing at various parks. No communication with us.
6. Motion made in March to repair park bathroom in time for baseball season. It may have been repaired for July 4, but no communication was ever sent to P&R.
7. The bench project, which P&R had been trying to initiate for the past two years, was taken out of our hands when the CM gave a bench and then the entire fundraising program to a non village resident instead. Status of benches potentially bought by program: unknown to us.
- 8, In August, we researched a small grant opportunity and proposed that we seek it to buy ADA equipment for the playground. The CM, via email, stated that if we sought the quotes, and brought her the paperwork and contact info, she would take over from there. This project has carried over to the current year.
9. Request that the security camera over the flowers on bridge be moved to the city park. No response.

This committee is fully aware that we are merely citizen volunteers serving on an advisory board, meaning, we have no power on our own to act or purchase on behalf of the city. Any success we may have, any change or improvement we make, depends entirely on the cooperation and communication with the village administration,(including CM, Finance Director, grant writer), and council. Without such, we possess neither the knowledge, nor the tools, nor the permission to begin any project. Committee members should not have to resort to record requesting information pertinent to P&R. We should not have to wait until the budget reports are online to see what was spent out of the budget, and what we have left. We as a committee do not even have a line in our budget dedicated to committee discretion, but must ask for money for even the smallest of ideas, and hope that there are no more \$18,000 lawn mowers to be bought. Whatever was done for the parks in 2023 was done solely by the CM's plans and direction. It is true, it is fully within the CM's powers to enact the repairs and purchases out of the P&R budget that she did. However, we question the wisdom of an administration that disdains and actively blocks a committee from functioning, and refuses to entertain other ideas than their own. Even simply having the building opened up for a meeting to occur has sometimes been too much trouble for our past CM and council rep. When citizens step up, willing to volunteer, why would a leader turn away assistance?

2024 has already seen new faces, and shows promise of new philosophies of leadership. Though we know that our village has many, more pressing issues, we hope that, at minimum, the safety and appearance of our parks can be addressed. Newton Falls cannot begin to draw in new residents and attract new businesses, when its playgrounds look like they belong in a third world county. Therefore, the P&R committee is looking forward to real conversations with the new village leadership about how we can finally begin to work together to revitalize our parks.

Newton Falls Planning and Zoning Commission

Year-end report to Council 2023

Meetings: 1

December 11th, 2023

- Roll Call
 - Commission Members
 - Paul King
 - Adam Zimmermann
 - Jeff Derry
 - Planning and Zoning Administrator
 - John Spellich
 - Council Representative
 - Kevin Rufener
- Election of Officers
 - Paul King: Chairman
 - Adam Zimmermann: Secretary
- Approved Motion to combine multiple lots owned by Philip Elliott into 2 parcels.
 - Roll Call
 - Paul King – Yes
 - Adam Zimmermann – Yes
 - Jeff Derry – Yes
- Approved variance request of William Cutlip to rezone property located at 127 North Canal Street from Commercial to Residential.
 - Roll Call
 - Paul King – Yes
 - Adam Zimmermann – Yes
 - Jeff Derry – Yes
- Introduced to Nick Bellas, Assistant Zoning Administrator.



OFFICE OF THE CITY MANAGER

Michael A. Novotny

City Manager Report

February 6, 2024

Mayor & Council,

All building security and locks have been changed at City Hall

Contacted TCSO reference security at council meetings and spoke with Lt. Timko who assured me the on-duty officer will make presence known at the beginning, during and at the end of council meetings. With the understanding that if there is an emergency call the deputy will answer the call.

Initiated getting new healthcare quotes. This has involved contacting another administrator and will include employees having to fill out Form Fire. This should be out to the employees in the next few days to update and will be returned to the administrator to solicit quotes. The administrator I have contacted is Burnham & Flowers who worked really well with the city in the past. I will keep you updated as this process moves forward.

Contacted both OPWC & OWDA to remove previous city manager from all documentation, and so that I will be able to sign any needed documents moving forward. This is for the Scott Street Project.

Will be meeting next week with Brian Gorog of OHM Advisors to discuss the 2024 street paving as well as discussions regarding future projects.

Contacted Howland Alarm to evaluate the current fire alarm at city hall, they will be on site Wednesday February 7, 2024 to evaluate and make recommendations. Will be working to clean and rearrange the maintenance room in the back of city hall. Also, will be addressing the other items listed in the fire inspection report.

Gregory Films made some minor modifications to the video capabilities in council chambers to better the streaming of council meetings. They also did some house cleaning (moving equipment & cables etc.) to make council chambers look better as well as items listed in the fire inspection report.

Negotiating video work for council meetings with Jake Heckathorn who has run the equipment in the past and is very familiar with the streaming of the meetings.

Terminated work being done by Arck Technologies on a server for the previous city manager, as well as their video work of council meetings.

Working with the finance director, and Gardner on the AMI meter project, invoicing and order changes. Phone conference on Wednesday February 7, 2024.

On Monday February 5, 2024 there was an anonymous report to the Emergency EPA Response of excessive amount of foam on the east branch of the river below the dam. The report was that there was a fear someone was dumping materials into the river. The EPA contacted the wastewater department who investigated the complaint. It was determined the foam is the result of high flows in the river and over the dam from the recent rains with snow melt off.

Electric Department has gotten their bucket truck back from being repaired and it is back in service. The cost of repairs was over \$45,000 which all but \$1600 was covered by insurance.

Utility office will be putting new electric rates in place on February 14, 2024 for billing. There are a couple of issues with the industrial rates as far as our software and billing that are being worked out.

As of this date no city property that the previous city manager had has been returned. I have spoken with Atty Limbian on this matter. It may be a better choice to wait until the actual termination date to take any action on this if the property has not been returned by then. It is council's decision on how to proceed with this and I will follow according on how you want to proceed with this.

Military / Community Benches – There were 24 benches ordered and paid for. These benches are still currently at the manufacturer being prepped for shipping. These benches will be shipped and delivered to the city in the next couple of weeks. Once delivered it will need to be determined where these will be placed throughout the city. With that being said, there needs to be some discussions on what to do with any remaining funds that were collected through fund raising efforts and donations. From information I have been able to gather there were possibly 54 requests for benches (or maybe donations from individuals) and only enough funds to purchase 24. That possibly leaves 30 requests unfulfilled. I don't know where we would put 30 more benches, it will take some figuring where to put 24 and how to secure them. As of this time I have not found any paperwork stating how this was all set up, other than some invoices from finance. Again, there will need to be some discussions on this project and how it will move forward.

Just some information there is a total solar eclipse on Monday April 8, 2024. It appears that it will be very visible in our area at approx. 3:15 pm. There has been information coming out for areas to be ready for an influx of people wanting to get the best view of this event. We may see some of this influx from out-of-town people wanting to see the eclipse and not wanting to be in a larger city. There is a good chance as well that we may not see the inflow of people but I believe it is something that we should just be aware of since we do have some open areas such as the city park where there could be a mass gathering of people. We should keep this in mind as the time approaches.

Sincerely,

Michael A. Novotny

Michael A. Novotny
Interim City Manager
Village of Newton Falls

Article VI, Section 5, of the Newton Falls Charter requires all boards and commissions to prepare a report by the chair of the board or commission, submit the report to the City Clerk by January 31, and distribute the report to Council. It further states that the report shall be read by the Chair of the board or Commission, or a person designated by the Chair, at the next Council meeting. This report is to include a statement of funds used and to include the activities engaged in.

Statement of Funds The 2023 Charter Review Commission did not use any Village funds in holding our meetings, in the materials necessary for research, and in office supplies necessary for the Commission to function. The citizens who comprised the Charter Review Commission bore the expense of paperwork and printing cost. The only funds I am aware of being spent on the Commissions behalf were to provide lighting and heat to the space in which we held meetings and for Village staff for their time used in communications with the Commission.

Activities Engaged in by the Commission As chairman of the Commission, I first asked myself what I believed we were to accomplish? The answer that immediately came to mind was, trust. Trust can be achieved with accountability to our founding document, the Charter. Accountability builds trust. Trust is earned and one measure of earned trust is for staff, department heads, and the Council to be accountable to the Charter.

The Charter Review Commission was composed of seven members, Condie Bright, Rick Kerlin (who resigned), Brenda Kren, Julie Leamon, Bruce Moore, Craig Womer and me. My thanks to the members of the commission for their work ethic, their contributions to debate, and for your desire to produce a work product that provides checks and balances in favor of the citizen over the institutions that govern our Village.

Thus, our immediate purpose was evident, to look for significant loopholes in the present Charter that allowed an erosion of the public's trust and when identified, to apply a practical check and balance, if possible. We needed to consider solutions while we set aside political agendas.

In seeking solutions it was important to differentiate between the perfect and what can be accomplished. We sought to not discard progress on an issue in the pursuit of perfection. In addition, if the choice was between an inconvenience to governing officials and increased protection of the citizen, we favored the interest of the citizen.

As to methodology, we decided to use the system used by the 2022 Charter Commission in as much as that system was logical, efficient, inclusive, and nonpolitical. That method involved creating a "possible list. After we received ideas from the public, Village officials, boards, and added the ideas proposed by the members of the commission, each item on the "possible list" was discussed and each idea was designated as held for future discussion or discarded. We also set a desired number of Charter changes that we did not want to exceed as this is a necessary practical step in winnowing out ideas.

The Commission held meetings weekly because of the short time frame allowed in completing our work. The work had to be completed, the ideas legally vetted, and final language formulated by the Law Director before submitting it to the Elections boards to meet their deadlines for placement on the ballot. During meetings, all of which were open to the public to attend, discussions were held winnowing the original "possible list" until we had sixteen proposed Charter changes. The public voted to pass all 16 of our submitted Charter changes.

It should be noted: at times there will be Charter proposals which some Council do not fully support. Fortunately for the citizen voter our Charter gives Council **the duty** to select the seven Charter Review members, and that is the extent of their control over the Charter Review Commission.

Once the Charter Review Commission submits its Proposed Charter changes to Council the Charter language says: “City Council shall submit to the electors **all** such proposed alterations, revisions, or amendments **to be voted on at the next general election.**” This year an appointed Councilman failed to live up to his oath of office and did not vote to submit the proposed changes to the Elections Board. This violation of the oath of office and Charter occurred despite the direction from the Law Director stating it was the Councils duty, according to the Charter, to submit the proposed changes to the Elections Board.

If Council chooses to do so, at any time Council may avail themselves of Article X of the Newton Falls Charter which states: “The Council may, **by affirmative vote of four-fifths or more of its members, submit to the electors any proposed amendment**”

One of our proposed Charter changes was challenged by a Council initiated Charter change that removed the responsibility for the Community Center from the Parks and Recreation Board and gave that responsibility to the City Manager. The Charter Review Commission proposed change left responsibility for the Community Center with the Parks and Recreation Board.

Furthermore, the Charter Review Commission proposed change explicitly removed the Parks and Recreation Board from direct supervision by the City Manager, making it clear that the City Manager was to supervise the Village employees and equipment used to fulfill the budget plans of the Parks and Recreation Board. Also, the City Manager was to be responsible for the purchasing function to fulfill the Parks and Recreation Boards budget requirements, that budget in accordance with the appropriation of Council.

Whichever change passed and received the most votes would be placed into the Charter. If both proposals failed, then the Charter would not be changed. This was a wonderful example of the power voters hold. While the Charter Review Commission was pleased our version of the change was approved by the voters, we, in truth, were content to abide by the wisdom of the voters. This was small town Democracy in action.

It is wonderful when voters are given the opportunity to express the collective wisdom of the citizenry. Too often political activists presume to speak for all of us. The ballot box is where the truth is spoken.

With respect, this report is submitted to the City Clerk and to the members of Council.

John Richards

Chair, 2023, Charter Review Commission

Exhibit A

An area that future Chairs should be aware of is that there is not only a timeline to meet for submitting the Proposed Charter changes to the Elections Board, but there is also a state requirement for advertising the changes and a State requirement that there be copies of each proposals' complete language to be available at the election sites. While those requirements are the responsibility of the City Clerk and the city attorney it is highly advisable that the Chair ensure those requirements are accomplished.

In addition, I did not have any input into the summery ballot language, I never thought to ask. I would suggest to future Chairs that they ask the City attorney to let them preview the proposed ballot language.

What follows is a list of the 2023 proposed Charter changes, in ballot language, and an explanation of our intentions for the change. The complete language as passed is available at [CHARTER \(amlegal.com\)](https://amlegal.com)

A resolution providing for the submission to the electorate of an amendment to the Charter designated as Article I, Section 6, defining the word shall.

Explanation: it is very likely that when the Newton Falls Charter was adopted in 1966 everyone had a common understanding of the definition of the word shall. In Newton Falls we have occasionally seen instances where elected officials have ignored a Charter provision that gives a clear direction. Regardless of the reasoning behind disregarding a shall provision of the Charter, there is a legal duty that has a great chance to be enforced by a court of law. The citizens need elected officials to know they have a legal duty to follow the Charter, especially the "shall clauses" in the Charter. This definition equating shall with the modern usage of the word must, gives the citizen a greater possibility of prevailing in a court of law. In our Charter "shall" means a legal duty. Shall as used in the Charter does not mean may.

A resolution providing for the submission to the electorate of an amendment to Article III, Section 3 of the Charter pertaining to the procedures for filling Council vacancies.

This new language tightens timelines, emphasizes a legal duty to fill a vacant Council seat in a timely manner, and gives less incentive to leave a ward unrepresented.

To keep Council from violating the Charter by ignoring the timeline, we changed the word shall to may, giving them a choice.

The Mayor, if the Council fails to fill the vacancy, shall, has a legal duty, fill a vacant seat within the timeline. The Mayor is free to choose from the list of those who seek the appointment, or the Mayor may solicit an eligible candidate from within the Ward, in the case of a Ward vacancy, or from the Village, in the case of an At Large appointment.

A resolution providing for the submission to the electorate of an amendment to Article III, Section 4 of the Charter pertaining to the Council vote threshold necessary for the removal of a Councilperson.

Explanation: Of the many violations mentioned in this section of the Charter, some of which are decided by a court; adjudicated legally incompetent, convicted of a felony, convicted of a crime involving moral turpitude, there are reasons for removable that are open to interpretation, such as

misconduct, neglect of duty, nonfeasance, misfeasance, malfeasance which the Charter does not require to be decided by a court. Because removal is overturning an election, and should only be done in extreme cases, the proposed language changes the vote count to an affirmative vote of four fifths of the member of Council entitled to vote.

This change makes it difficult to remove a Council person for political reasons yet retains the ability to remove a person who has been found guilty of a serious crime.

A resolution providing for the submission to the electorate of an amendment to Article III, Section 10 of the Charter pertaining to a Councilmember's ability to have items placed on Council meeting agendas.

Explanation: This came onto the Charter Review Commissions radar for two reasons. One, a Commission member added a line to their proposal concerning Article III, Section 12, which had nothing to do with the subject matter of Article III, Section 12. The misplaced addition would have placed into the City Charter an absolute right for the City Manager to have Council agenda items submitted to the City Manager for approval. Without that approval the Councilpersons item would not be placed onto the agenda.

Immediately several of the Commission members objected to the misplacement of this requirement into an Article and Section of the Charter which had nothing to do with Councils agenda. The ensuing discussions made it apparent that the Charter needed an amendment that protected elected officials from being censored by hired staff.

Two, this restriction on elected officials placing items onto the Council agenda had recently been the topic of a written opinion from the Law Director which gave the City Manager control over the Council agenda. We knew we could write a Charter proposal which would be superior in law to the City attorney's written opinion of the issue.

An additional benefit of dealing with the elected officials' rights was that it would also allow any issue that could receive a second sponsor the ability to have that issue discussed. Too many times in the past a five-member Council had a three to two majority and the minority Councilmembers have been unable to place their items on the Council agenda.

This proposed addition corrects the relationship between those we elect to represent us and the staff which is hired by those we elect. Staff should give advice and voice objections. The only veto staff should ever have is if they are asked to do something illegal.

It is not desirable for staff to have the ability to censor an elected official regardless of the staff's opinion on a particular subject. It is beneficial to the community for ideas to be publicly debated. The proposed amendment returns control of the Council's agenda to the Council and removes it from the City Managers hands. We emphasize that public discussion and debate can be beneficial to the voting citizen.

A resolution providing for the submission to the electorate of an amendment to Article III, Section 11 of the Charter mandating that Council review and evaluate the performance of the City Manager annually and that the City Manager's appointment automatically expire 3 years from their appointment date unless they are reappointed within the 6 months prior to the expiration of the appointment's 3-year automatic expiration date.

Explanation: The complete language requires Council to develop a method for reviewing and evaluating the performance of the City Manager and enter the results of that review into the Council record each September. We believe it was important that this review and evaluation be public information prior to the November voting season.

We believe a City Manager is an administrative head and subject to the direction of Council the objective review and evaluation process should reinforce upon Council their right to retain or let go of whoever is in the City Manager's position. Ohio is an "at will" state.

The length of the contract is directly connected to the idea that the Council should not have the ability to tie the hands of future Councils with undefined or overly long contracts. A review is to look at what has been accomplished and the evaluation should compare that record with performance-based criteria rather than popularity with the Council. An offer of another contract should only be tendered by Council after consideration of the reviews and evaluations of the City Manager.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE III, SECTION 12 OF THE CHARTER TO PERMIT COUNCILMEMBERS TO DIRECTLY REQUEST INFORMATION FROM DEPARTMENT HEADS AND MODIFY AND ESTABLISH PROCEDURES AND PENALTIES FOR COUNCILPERSONS WHO INTERFERE WITH THE APPOINTMENT OR REMOVAL OF ADMINISTRATIVE EMPLOYEES OR GIVE ORDERS TO SUBORDINATES OF THE CITY MANAGER

Explanation: There was an unenforceable clause in this section that was removed. In the interest of stopping this provision from being abused for political purposes the vote threshold has been changed from a majority affirmative vote to an affirmative vote of four fifths. Punishment for violation of this provision is changed from overturning an election by removal to a progressive discipline involving public censure and loss of pay.

One of the primary purposes of this proposed change is to continue to bar Councilpersons giving orders to the various department heads, or other department employees, while allowing the Council to ask questions of departments heads. This proposed change retains the prohibition of Council involvement in the hiring or firing of Village employees.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE III, SECTION 16 OF THE CHARTER REQUIRING ALL ORDINANCES, EXCEPT EMERGENCY ORDINANCES, TO HAVE AN ADDITIONAL THIRD READING WHEN COUNCIL HAS A VACANCY UNLESS THE ORDINANCE IS ADOPTED ON THE SECOND READING BY AN AFFIRMATIVE VOTE OF AT LEAST FOUR-FIFTHS OF THE CURRENT MEMBERS OF COUNCIL

Explanation: In our research into other Charters, we found examples where three readings are the normal mode of operation. Therefore, having three readings when there is a vacancy is certainly not a burden for the period it takes to fill that vacancy. This is a change that will allow more time for an unrepresented Ward to become aware of the legislation that is being proposed. We believe it is beneficial to the unrepresented citizens to have additional time for notification and understanding of pending legislation under this temporary circumstance.

This change also removes a political advantage, perceived or real, to leaving the seat vacant. This is additional protection for the people of a Ward who do not have a Ward Councilperson. In addition, we imagine it may have the Council working efficiently to fill the vacant seat for the unrepresented Ward.

The 4/5 vote requirement to pass with two readings is possibly an incentive for a three-person majority Council to reach out since the three-person majority can no longer ignore the minority vote and pass an ordinance in two readings when there is a vacant Council seat. Also, the 4/5 vote to allow an ordinance to pass without the third reading is in recognition that there may be a rare instance when something is time sensitive and recognized to be so by the entire Council.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE III, SECTION 21 OF THE CHARTER MODIFYING THE COUNCIL VOTE THRESHOLD NECESSARY FOR THE PASSAGE OF EMERGENCY ORDINANCES FROM A TWO-THIRDS TO A FOUR-FIFTHS VOTE OF THE MEMBERS ELECTED TO COUNCIL

Explanation: This change ensures a three-person majority on a five-member Council with a vacant seat will not be able to strongarm an emergency ordinance through, ignoring the minority vote on Council. This proposed change removes a perceived advantage to leaving a seat vacant thereby helping an unrepresented ward.

It will still take four votes to pass an emergency in a five-member Council and a four-person Council must now have four votes instead of the previous threshold of three votes.

Furthermore, in the case of true life or death emergencies it is inconceivable that any Council person would not vote for emergency legislation that involves a life or limb situation.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE IV, SECTION 2, j, k, OF THE CHARTER REGARDING THE DUTIES OF THE CITY MANAGER TO REQUIRE THE CITY MANAGER TO NOTIFY COUNCIL IN WRITING WITHIN ONE BUSINESS DAY OF SUSPENDING AN EMPLOYEE WITH PAY AND NOTIFY COUNCIL IN WRITING BEFORE SUSPENDING AN EMPLOYEE WITHOUT PAY OR TERMINATING AN EMPLOYEE

Explanation: This amendment requires intentional thought rather than a spur of the moment response. It takes away the “heat of the moment” impulse while retaining the ability to justifiably suspend or fire an employee. This amendment is in response to a firing, the loss of a lawsuit, and the reinstatement of an employee.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO THE CHARTER DESIGNATED AS ARTICLE IV, SECTION 3 PERTAINING TO THE ACKNOWLEDGEMENT OF AND UPDATES ON THE STATUS OF PUBLIC RECORDS REQUESTS

Explanation: This is to correct the overly long periods of time when a person is often left not knowing if the request has been received or is even being worked upon. This amendment requires acknowledgement, promptly within two business days of receipt of a public records request and at three-week intervals thereafter until the request is satisfied in one manner or another.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE V, SECTION 1 OF THE CHARTER PERTAINING TO THE DEPARTMENT OF LAW TO ADD LANGUAGE REFERENCING SECTIONS 733.56 TO 733.58 OF THE OHIO REVISED CODE AND TAXPAYER’S DEMANDS AND SUITS

Explanation: This year’s Charter Review Commission read portions of every Charter listed for an Ohio city or village looking for a provision or mechanism that would allow for the enforcement of the shall provisions of our Charter. It was like searching for a unicorn, there is no such animal.

In looking at over 300 Charters we found the only way mentioned to correct a violation of the Charter is to bring the violation to the attention of the Law Director in writing and if correction does not occur then file a lawsuit.

Many of our citizens do not know we already have this right under Ohio law. This amendment lets the citizen know that the Law Director can be approached with a written complaint and if need be, a court of law can be used to enforce the Charter. It also reminds the Law Director that citizens do have recourse in law if the Law Director does not help enforce the Charter. We found this statement of citizens' rights in the Ohio Revised Code and in Dayton and Columbus City Charters.

The purpose of this amendment is to acknowledge the unfortunate reality that should a Council or Administrator violate the Charter and the Law Director fails to make a filing, the citizen has the right under Ohio Revised Code to institute a citizen lawsuit in the name of the Village to enforce the Charter.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE VI, SECTION 1 OF THE CHARTER PERTAINING TO THE CIVIL SERVICE COMMISSION CLARIFYING THAT WHILE NEWTON FALLS IS A VILLAGE, THE COMMISSION SHALL HAVE NO AUTHORITY OVER OR ROLE IN THE HIRING OR PROMOTION OF EMPLOYEES BUT SHALL CONTINUE TO HAVE ALL POWERS AND DUTIES GRANTED TO OHIO MUNICIPAL CIVIL SERVICE COMMISSIONS WITH RESPECT TO APPEALS OF EMPLOYMENT DECISIONS BY EMPLOYEES IN THE NEWTON FALLS CLASSIFIED CIVIL SERVICE

Explanation:

After we questioned how many Civil Service employees the village had and questioned the cost of administering Civil Service test, we decided that as long as the Law Director assured us that all rights the present Civil Service employees had would remain, we would present the proposed change to the public. The law Director assured us that there would be no changes in the protections to Civil Service employees. Therefore, we agreed to the elimination of testing for Civil Service positions until such a time the Village returned to City status.

In addition, civil service rules must align with the Ohio /Revised Code. If a government entity creates civil service rules that conflict with the ORC, these rules could be subject to legal challenges. This is a given with any Charter provision, it must not go against state interest.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE VI, SECTION 3 OF THE CHARTER PERTAINING TO THE PARKS AND RECREATION BOARD REQUIRING: THE CITY MANAGER TO SUPERVISE THE REC. BOARD BUDGET AND PURCHASING FUNCTIONS; THE BOARD TO BE CONSULTED ON ITS BUDGET BEFORE IT IS FORMULATED BY COUNCIL; THE FINANCE DIRECTOR TO PROVIDE MONTHLY BUDGET REPORTS TO THE BOARD; AND THE BOARD TO DEVELOP AN ANNUAL PLAN FOR THE USE OF ITS APPROPRIATED FUNDS

Explanation: The first change is to define what the City Manager supervises. We eliminated from the original language this phrase, *and under the supervision of the City Manager*. We wanted it clear that what the City Manager supervised was not the Parks and Recreation Board. What the City Manager supervised was that portion of the budget that involved equipment and city employees used in the furtherance of the projects that Parks and Recreation instituted within the constraints of the budget allocated to them by the Council.

In addition, we wanted it clear that the Parks and Rec has general policy making authority, not the City manager. This was past, present, and we wanted it to remain that the Parks and Rec is responsible for the development, maintenance, and operation of the parks, playgrounds, Community Center and recreational facilities and programs of the City, not the City Manager.

Yet, in the past City Managers have made decisions without consultation with Parks and Rec that affect the responsibilities of Parks and Rec. To clarify the supervision of the Parks and Rec, so that all parties have the same expectations, this proposed change defines that the Parks and Recs Council allocated funds, its budget, is under the supervisor of the City Manager only as to supplying the labor and equipment and as to the actual purchases needed for the fulfillment of Parks and Recs responsibilities.

Another change is to provide Parks and Rec with financial information as to their allocated funds. In the past that detailed information has often not been provided. This proposed change mandates Parks and Rec to submit an annual plan to the Council. These proposed changes also have the Parks and Rec board consult with the Financial Director on grant funding.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE VI, SECTION 4 OF THE CHARTER PERTAINING TO THE TREASURY INVESTMENT BOARD TO CHANGE THE COMPOSITION OF THE BOARD FROM THE FINANCE DIRECTOR, CITY MANAGER, LAW DIRECTOR, AND 2 MEMBERS OF COUNCIL TO THE FINANCE DIRECTOR, CITY MANAGER, 1 MEMBER OF COUNCIL, AND 2 ELECTORS WHO DO NOT HOLD ANY OTHER CITY OFFICE OR APPOINTMENT

Explanation: With this change financial advice is still present from the investment experts employed by the board, the Finance Director, and the City Manager. This change will provide the Chairman of the Council Finance Committee and two qualified electors, with the opportunity to have the majority vote on the Treasury Investment Board.

Our Law Director, when presented with the idea that we wanted a majority Newton Falls citizens board and were considering enlarging the board to seven members, suggested that rather than enlarge the board we keep membership at five and replace his position with an elector. After the Law Director suggested that it was better to have a five-member board, we settled on removing the Law Director and one Council representative and replacing them with two qualified electors.

We are confident that the public will be better served by having a majority Newton Falls citizen board. Our hope is the secrecy previously associated with this board will be replaced with transparency.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO THE CHARTER DESIGNATED AS ARTICLE VI, SECTION 7 REQUIRING THE CLERK OF COUNCIL TO ADVERTISE FOR AND MAINTAIN LISTS OF QUALIFIED ELECTORS WHO ARE INTERESTED AND WILLING TO BE APPOINTED TO VACANCIES ON CITY BOARDS AND COMMISSIONS

Explanation: Every time there is a vacancy on a board or commission there is a search for electors to be appointed to the vacancy. It seems to make sense to maintain a list of qualified electors that would be available for these types of appointments. Also, by maintaining a list it would take any political delays out of the equation since there most likely would be a candidate available to be appointed to a vacancy.

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO THE CHARTER DESIGNATED AS ARTICLE VI, SECTION 8 REQUIRING THE PROVISION OF SUFFICIENT ACCOMMODATIONS AND THE APPROPRIATION OF SUFFICIENT FUNDS TO ALL CITY COMMISSIONS AND BOARDS THAT ARE REASONABLY NECESSARY FOR THE PARTICULAR COMMISSION OR BOARD TO CARRY OUT ITS DUTIES AND FUNCTIONS

Explanation: This proposed change will go a long way towards seeing that those who volunteer their time can be productive in their board and commission meetings. The Village administration had denied access to the Village Hall wi-fi and internet service for use by boards and commissions. This has caused research and seeking documents in some meetings to be unduly difficult and time-consuming. Office supplies and copying services are not provided to board and commission members thereby adding additional cost to the citizen volunteers. With the Council firing of the last Master Clerk, boards and commissions are without a professional to keep minutes of their meeting requiring citizen volunteers to try to keep adequate records.

The Council passed an ordinance to not allow boards and commissions to meet in Council chambers. The City Manager had denied access to boards and commissions to meet in the Village Hall board room, the red room. There are times our board met outside the building because space was not provided and other times the same space was shared by a board and a commission because that was the only space available.

(I realize that not everyone will agree with our reasoning. Yet, the citizens had the final vote on our work product, and it is fair to say that the 2023 Charter Review Commission was content to do the work and allow the voting citizen to have the final say as to the value of our work.)

John Richards, Chairman, 2023 Charter Review Commission.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-30 (Amended)
SPONSORS: Councilpersons Rufener, Stimpert, Axiotis

**AN 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, retroactive to September 12, 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.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2024.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

AMENDED DIRECTOR OF LAW AGREEMENT

This Agreement is effective this 12th 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 12, 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 12, 2023 and cover the term of September 12, 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

Mike Novotny, Interim City Manager

VILLAGE OF NEWTON FALLS, OHIO

ORDINANCE NO.: 2023-31

SPONSORS: Councilpersons Rufener, Stimpert, Axiotis

**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 _____, 2024.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form

Jeff Limbian, 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	<u>\$30,245.00</u>
-------------------------------------	---------------------------

***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@PTEINC.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 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

ORD 2023-31
Exhibit A
Page 4 of 4

123 E. WATERLOO RD.
AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
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

SPONSORS: Councilpersons Rufener, Stimpert, Axiotis

**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.

ORDINANCE NO. 2023-34
PAGE TWO

SECTION 4. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2024.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

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	-	1,600.00	1,600.00
204	Total:	-	1,600.00	1,600.00
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
<hr/>				
Grand Total:		17,424,238.07	17,768,997.15	344,759.08

VILLAGE OF NEWTON FALLS, OHIO

ORDINANCE NO.: 2023-35

SPONSORS: Councilpersons Rufener, Stimpert, Axiotis

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 _____, 2024.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

VILLAGE OF NEWTON FALLS, OHIO

ORDINANCE NO.: 2024-03

SPONSORS: Councilpersons Axiotis, Rufener, Stimpert

**AN ORDINANCE AMENDING SECTION 121.03 OF THE ADMINISTRATIVE CODE
RELATING TO THE RULES OF CONDUCT AND PROCEDURE**

WHEREAS, Council desires to amend Section 121.03(g)(10) of the Administrative Code relating to the rules of conduct and procedure of Regular Council Meetings.

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

SECTION 1. That Section 121.03(g)(10) of the Village Administrative Code is hereby amended as set forth in the attachment hereto that is incorporated herein by reference.

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 _____, 2024.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Law Director

121.03 RULES OF CONDUCT AND PROCEDURE.

(g) Rules of Conduct.

(10) Council members shall ~~be considered a City employee and~~ comply with the City Drug Free Workplace Policy, excluding the Discipline Section. Discipline issues that arise concerning Council members drug test shall be controlled by Section 121.03(h) Penalties and Violations of the Rules.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2024-04
SPONSORS: Councilpersons Stimpert and Rufener

**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; and

WHEREAS, Council desires to amend the Village Codified Ordinances accordingly.

NOW, THEREFORE, the Council of the Village 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 December 1, 2022 through December 1, 2023, are hereby approved and adopted as printed in the 2023 Replacement Pages to the Codified Ordinances so as to achieve uniformity of style and classification. A copy of such replacement pages are attached to this ordinance and incorporated as a part hereof.

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

Traffic Code

303.081 Impounding Vehicles on Private Residential or Agricultural Property. (Amended)
303.082 Private Tow-Away Zones. (Amended)
303.083 Impounding Vehicles on Public Property. (Amended)
303.10 Leaving Junk Vehicles on Private Property With Permission of Owner.
(Amended)
303.991 Committing an Offense While Distracted Penalty. (Amended)
331.35 Occupying Travel Trailer, Fifth Wheel Vehicle or Manufactured or Mobile Home While in Motion. (Amended)
333.01 OVI; Willful Misconduct; Speed. (Amended)
333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
333.11 Electronic Wireless Communication Device Use Prohibited While Driving.
(Amended)
335.07 Driving Under Suspension or License Restriction. (Amended)
335.071 Driving Under OVI Suspension. (Amended)
335.072 Driving Under Financial Responsibility Law Suspension or Cancellation;
Driving Under a Nonpayment of Judgment Suspension. (Amended)
335.073 Driving Without Complying With License Reinstatement Requirements.
(Amended)
335.074 Driving Under License Forfeiture or Child Support Suspension. (Amended)

ORDINANCE NO. 2024-04
PAGE TWO

337.22 Windshield and Windshield Wiper; Sign or Poster Thereon. (Amended)
341.01 Commercial Drivers Definitions. (Amended)
351.04 Parking Near Curb; Handicapped Locations on Public and Private Lots and Garages.
(Amended)

General Offenses Code

501.01 General Provisions and Penalty Definitions. (Amended)
501.99 Penalties for Misdemeanors. (Amended)
505.071 Cruelty to Companion Animals. (Amended)
505.12 Coloring Rabbits or Baby Poultry; Sale or Display of Poultry. (Amended)
509.04 Disturbing a Lawful Meeting. (Amended)
509.10 Impeding Public Passage of an Emergency Service Responder. (Added)
513.01 Drug Abuse Control Definitions. (Amended)
513.03 Drug Abuse; Controlled Substance Possession or Use. (Amended)
513.04 Possessing Drug Abuse Instruments. (Amended)
513.12 Drug Paraphernalia. (Amended)
513.121 Marihuana Drug Paraphernalia. (Amended)
517.08 Raffles. (Amended)
521.10 Nonsmoking Areas in Places of Public Assembly. (Amended)
521.12 Spreading Contagion. (Added)
525.05 Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
525.15 Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
529.02 Sales to and Use By Underage Persons; Securing Public Accommodations. (Amended)
529.07 Open Container Prohibited. (Amended)
533.01 Obscenity and Sex Offenses Definitions. (Amended)
533.06 Voyeurism. (Amended)
533.08 Procuring; Engagement in Sexual Activity for Hire. (Amended)
537.03 Assault. (Amended)
537.06 Menacing. (Amended)
537.07 Endangering Children. (Amended)
537.15 Temporary Protection Order. (Amended)
545.05 Misdemeanor Theft. (Amended)
549.02 Carrying Concealed Weapons. (Amended)
549.04 Improperly Handling Firearms in a Motor Vehicle. (Amended)

SECTION 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City, the reason for the necessity being that there exists an imperative need for the earliest publication and distribution of the 2023 Replacement Pages to the Codified Ordinances to the officials and residents of the City, so as to facilitate administration, daily operation and avoid practical and legal entanglements.

PASSED IN COUNCIL THIS _____ DAY OF FEBRUARY, 2024.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2024-04
SPONSORS: Councilpersons Stimpert and Rufener

**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**

Link to the Exhibit for Ordinance 2024-04 – [Click here to download](#)

VILLAGE OF NEWTON FALLS, OHIO

ORDINANCE NO.: 2024-06

SPONSOR: Councilpersons Persino, Stimpert, Rufener, Axiotis

AN ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT TO PURCHASE A 2023 FORD F-350 TRUCK FROM SARCHIONE FORD LINCOLN AND UPFITTING EQUIPMENT FOR THE TRUCK FROM QUALITY TRUCK BODY FOR USE BY THE WASTEWATER DEPARTMENT

WHEREAS, in order to properly serve the Village residents and property owners, the Wastewater Department desires to purchase a new truck to replace a 20-year-old van that is currently serving as the Department's primary vehicle; and

WHEREAS, the Wastewater Department Supervisor and Interim City Manager investigated options for purchasing a new upfitted truck; and

WHEREAS, pursuant to Ohio Revised Code Section 9.17, formal advertisement and bidding are not required if a purchase is for less than \$75,000; and

WHEREAS, Village Council desires to take advantage of the quote provided by Sarchione Ford Lincoln of Alliance, Ohio because the price of the truck is less than \$75,000 and also less than the price for a similar truck under the State's Cooperative Purchasing Program and also has been determined by the Interim City Manager to be the most beneficial price on the purchase of a new 2023 Ford F-350 truck; and

WHEREAS, Village Council intends to also upfit the new 2023 Ford F-350 truck Ford with a bed, plow system, and other equipment through Quality Truck Body of Youngstown Quality Truck Body of Youngstown, Ohio; and

WHEREAS, Council has approved these expenditures in the Village's 2024 Budget.

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

SECTION 1. That Council hereby and herein authorizes the Interim City Manager to enter into an agreement to purchase a new 2023 Ford F-350 truck from Sarchione Ford Lincoln of Alliance, Ohio for \$56,610.00 as set forth in the attached quotation;

SECTION 2. The Council also hereby and herein authorizes the Interim City Manager to enter into an agreement to have the same, new 2023 Ford F-350 truck from Sarchione Ford Lincoln of Alliance, Ohio upfitted with a bed, plow system, and other equipment by Quality Truck Body of Youngstown, as set forth in the attached quotations, for a separate and total amount of \$24,819.10, pursuant to the State of Ohio Department of Transportation specifications.

ORDINANCE NO.: 2024-06
PAGE TWO

SECTION 3. 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 4. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2024.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

Sarchione Ford Lincoln of Alliance
2480 West State Street
Alliance, OH 44601
(330) 823-1128

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): CITY OF NEWTON FALLS

Address: 19 North Canal Street Newton Falls, OH 44444

Telephone (1) :

Telephone (2) :

CUST:
Deal Number: 031903

Date: 1/24/2024

County: Trumbull

DOB:

Email: D.L./State I.D.# Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL F350 SUPER	COLOR WHITE	STOCK NO. 5722
VIN/SERIAL NO. 1FT8W3BA8PEE21082		ODOMETER READING <input type="checkbox"/> Not Accurate 10	SALESPERSON Greg Beule	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	56,325.00
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.				
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.				
<input type="checkbox"/> Used Vehicle Limited Warranty Applies: We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
TRADE-IN VEHICLE INFORMATION				
Year:	Make:	Model:	Color:	TOTAL TAXES 0.00% N/A
VIN/Serial No:	Odometer Reading: <input type="checkbox"/> Not Accurate			DOCUMENTATION FEE 250.00
Trade-In Allowance:	Balance Owed & Lienholder:			LICENSE FEE 35.00
*The Deposit/Down Payment received from you is <u>not</u> refundable, exact as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days.		**NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).		
X		X		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS				TOTAL DUE 56,610.00
<input type="checkbox"/> IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				LESS DEPOSIT/DOWN PAYMENT* N/A
<input type="checkbox"/> IF MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL				LESS REBATE N/A
				LESS TRADE DIFFERENCE N/A
				LESS CASH DUE AT DELIVERY N/A
				AMOUNT TO BE FINANCED (See Paragraphs 11, 14, and 15) 56,610.00

Waiver of Jury Trial: The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser. This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

1/24/2024

Accepted by Authorized Dealership Representative

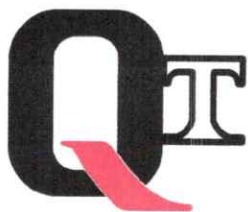
1/24/2024

Purchaser

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initials: _____

1. **Terms Used in This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings: **Agreement** - means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself; **You, Your** - means the Purchaser(s) identified in this Agreement; **We, Us, Our** - means the Dealership that is identified in this Agreement and its Authorized Representatives; **Manufacturer** - means the company that manufactured the Vehicle; **Vehicle** - means the Vehicle that you are purchasing from us as described in this Agreement; **Trade-In Vehicle** - means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with a full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does or does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant, and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You acknowledge that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check or other payment instrument given to us or any electronic payment you make will be honored, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, lemon buyback vehicle, or any other title brand; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; that you have accurately disclosed any information known to you regarding prior use of the vehicle, prior damage, paint work, modifications and any mechanical defects; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are of original equipment and have never been deployed or disconnected.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2, 7, or 15. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed-upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, or if you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (if permitted by law): (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you, and/or (6) if you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
11. **Dealer-Assisted Financing:** If we assist you in obtaining financing for this transaction, the Annual Percentage Rate may be negotiated with us, and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
12. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories installed in or purchased pursuant hereto, and the Dealership shall have a lien on the Vehicle and all rights of a secured party under applicable state law until the Dealership has been paid in full. This security interest is separate from, but subordinate to, any interest granted to a third-party lender that provides financing for this transaction.
13. **GOVERNING LAW/FORUM: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO. ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR THIS TRANSACTION MUST BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN STARK COUNTY, OHIO.**
14. **LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY OHIO LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
15. **CONDITIONAL (SPOT) DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** Purchaser may secure financing for this transaction through the Dealership or a financial institution of Purchaser's choice that is acceptable to the Dealership. If Purchaser and Co-Purchaser have elected to secure financing through us, the provisions of the Conditional (Spot) Delivery Agreement/Limited Right to Cancel will apply. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to cancellation pursuant to the Conditional (Spot) Delivery Agreement/Limited Right to Cancel.
16. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement between the parties. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.
17. **Sale Documents Survive the Retail Installment Sale Contract:** If you and we enter into a Retail Installment Sale Contract (RISC) relating to the financed purchase of this Vehicle, you acknowledge that you signed many documents and other agreements in connection with the sale, which may have included (but are not limited to): a conditional delivery/limited right to cancel/bailment/spot delivery agreement, arbitration agreement, odometer statement, insurance related documents, credit application, title application, power of attorney, trade-in documents, service contracts, and debt cancellation or payment agreements (all of which are collectively referred to as "Sale Documents"). Notwithstanding any provision in the RISC, the parties agree that: a) the RISC and the Sale Documents are part of one transaction for Purchaser's acquisition of the Vehicle and are intended to be read together; b) that the Sale Documents are not superseded by the RISC; c) certain aspects of Purchaser's acquisition of the Vehicle are addressed by the Sale Documents and not the RISC; d) to the extent of any conflict between the Sale Documents and the RISC, other than as to Truth In Lending disclosures and Purchaser's repayment obligations, the Sale Documents control as to the Dealership and the customer; e) while all Truth In Lending disclosures are contained in the RISC, the Sale Documents may contain conditions (precedent or subsequent) that may trigger the termination of the RISC; and f) the execution of the RISC and/or termination of the RISC as a result of the failure of any such condition, or as otherwise may be provided in writing and signed by the parties, does not nullify the Sale Documents.



Quality Truck Body
4440 Simon Road
Youngstown OH 44512

Ord 2024-06 Exhibit A Page 3 of 5 **QUOTE**

Phone: (330) 788-7087
Fax: (330) 788-9850
www.qualitytruckbody.com

Quote ID: Q11149

Quote Date: ~~10/10/2023~~ 1-31-24

Quote Valid Until: ~~11/9/2023~~ 3-1-24

Page 1 of 1

Per Phone
Conversation w/
Chad
1/31/24

Customer: 99748

CITY OF NEWTON FALLS WWTP
500 WARREN ROAD
MIKE NOVOTNY
NEWTON FALLS, OH 44444

Contact:

Phone:

Fax:

Salesperson: Chad Smithberger

MANUFACTURER: WESTERN PRODUCTS

MODEL: ULTRAMOUNT PRO-PLUS CONTRACTOR GRADE SERIES 8' STRAIGHT STEEL BLADE.

HEADLAMPS: NIGHTHAWK HALOGEN

CONTROL: HANDHELD CAB COMMAND or JOY-STICK (**PLEASE SPECIFY**)

MOUNT: VEHICLE SPECIFIC MOUNT

ELECTRONICS/HYDRAULICS: FLEET FLEX 2-PLUG SYSTEM, 12 VDC HYDRAULIC POWER UNIT

INSTALLATION: COMPLETE AND READY FOR OPERATION ON APPROVED VEHICLES ONLY.

THANK YOU FOR YOUR CONSIDERATION!

Sub Total:	\$8,237.00
Discount:	\$0.00
Sales Tax:	\$0.00
Grand Total:	\$8,237.00

The following options may be added:

Quantity	Description	Unit Price	Amount	Add to Quote
1 EA	Rubber Snow Deflector 8'	\$325.00	\$325.00	Yes / No
1 EA	Wing Kit, Pro Plus	\$1,025.00	\$1,025.00	Yes / No
1 EA	Curb Guard Kit	\$427.00	\$427.00	Yes / No
1 EA	GENERIC FOR ANY OPTION ADD TEXT AND PRICING	\$625.00	\$625.00	Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

*Effective 8/1/2022, there will be a 3% surcharge on the total amount for all credit card transactions.



Quality Truck Body
4440 Simon Road
Youngstown OH 44512

Ord 2024-06 Exhibit A Page 4 of 5 **QUOTE**

Quote ID: Q11148

Quote Date: 10/10/2023

Phone: (330) 788-7087

Fax: (330) 788-9850

Quote Valid Until: 11/9/2023

www.qualitytruckbody.com

Page 1 of 2

Customer: 99748

CITY OF NEWTON FALLS WWTP
500 WARREN ROAD
MIKE NOVOTNY
NEWTON FALLS, OH 44444

Contact:

Phone:

Fax:

Salesperson: Chad Smithberger

MANUFACTURER:

STAHL

MODEL:

CST98VVS

FOR SINGLE REAR WHEEL, 56" CA.

WITH FACTORY BED DELETE.

** NOTE: ADDITIONAL CHARGE FOR FUEL FILL
KIT IF A PICK-UP BED IS TO BE REMOVED.
PLEASE PROVIDE YEAR,MAKE,GAS OR DIESEL.
CALL FOR DETAILS.

DIMENSIONS:

OUTSIDE LENGTH..... 98"

(DOES NOT INCLUDE REAR BUMPER)

OUTSIDE WIDTH..... 78.5"

OUTSIDE HEIGHT..... 39.5"

COMPARTMENT DEPTH..... 14"

STANDARD SHELF PACKAGE:

ONE (1), ADJUSTABLE MATERIAL TRAY WITH
DIVIDERS AND ONE (1), ADJUSTABLE PLAIN
SHELF IN EACH FRONT VERTICAL CABINET.

ONE (1), ADJUSTABLE MATERIAL TRAY WITH
DIVIDERS IN THE CURBSIDE HORIZONTAL
CABINET/ STREETSIDE IS EMPTY TO ACCOMODATE
LARGE ITEMS.

DOOR LATCH:

"T"-HANDLE DOOR LATCHES.

ONE (1), ADJUSTABLE PLAIN SHELF IN EACH
REAR VERTICAL CABINET.

TAILGATE:

TWO POINT SLAM-LOCKING TYPE TAILGATE
WITH LOCKING ROTARY LATCH.

BUMPER:

STEP BUMPER WITH FACTORY HITCH INSTALLED

FINISH:

POWDER COAT (WHITE.)

STROBES:

(4) LED AMBER STROBES INSTALLED 2 FRONT 2 REAR

LINER:

SPRAY IN BEDLINER IN LOADSPACE

INSTALLATION:

COMPLETE AND READY FOR OPERATION.

THANK YOU FOR YOUR CONSIDERATION!



Quality Truck Body
4440 Simon Road
Youngstown OH 44512

Ord 2024-06 Exhibit A Page 5 of 5

QUOTE

Quote ID: Q11148

Quote Date: 10/10/2023

Quote Valid Until: 11/9/2023

Phone: (330) 788-7087

Fax: (330) 788-9850

www.qualitytruckbody.com

Page 2 of 2

Sub Total:	\$16,582.10
Discount:	\$0.00
Sales Tax:	\$0.00
Grand Total:	\$16,582.10

The following options may be added:

Quantity	Description	Unit Price	Amount	Add to Quote
1 EA	GENERIC FOR ANY OPTION ADD TEXT AND PRICING	\$0.00	\$0.00	Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

*Effective 8/1/2022, there will be a 3% surcharge on the total amount for all credit card transactions.

VILLAGE OF NEWTON FALLS, OHIO

ORDINANCE NO.: 2024-07

SPONSOR: Councilpersons Persino, Stimpert, and Rufener

**AN ORDINANCE AMENDING THE JOB CLASS & PAY GRADE AND HOURLY
WAGE RATE SCHEDULES “A” and “B” FOR POSITIONS WITHIN THE PUBLIC
WORKS DEPARTMENT AND FINANCE DEPARTMENT**

WHEREAS, in order to attract and retain qualified and/or experienced employees, Council and the City Manager have determined it is necessary to amend the Job Class & Pay Grade and Hourly Wage Rate Schedules “A” and “B” for positions within the Public Works and Finance Departments as set forth herein.

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

SECTION 1. That Council hereby amends the Job Class & Pay Grade and Hourly Wage Rate Schedules “A” and “B” for positions within the Public Works Department and Finance Department, as set forth in the attachments hereto that are incorporated herein by reference. The amended Job Class & Pay Grade Schedule is attached as Exhibit “A” is the Hourly Wage Rate Schedule showing Ranges 11, 12, and 14, and attached as Exhibit “B” is the existing Job Class & Pay Grade Schedule that is being amended for Utility & Finance Department Clerks.

SECTION 2. That Council hereby amends the Job Class & Pay Grade and Hourly Wage Rate Schedules “A” and “B” for position of Administrator within the Utility Department, to be added as Administrator position to the Utility Department as set forth in the attachments hereto that are incorporated herein by reference. The amended Job Class & Pay Grade Schedule is attached as Exhibit “A” is the amended Hourly Wage Rate Schedule showing Range 20, and attached as Exhibit “B” is the existing Job Class & Pay Grade Schedule that is being amended for Administrator.

SECTION 3. That Council hereby amends the Job Class & Pay Grade and Hourly Wage Rate Schedules “A” and “B” for position of Assistant Finance Director within the Finance Department, to be added as Assistant Finance Director position to the Finance Department as set forth in the attachments hereto that are incorporated herein by reference. The amended Job Class & Pay Grade Schedule is attached as Exhibit “A” is the amended Hourly Wage Rate Schedule adding a negotiated pay rate, and attached as Exhibit “B” is the existing Job Class & Pay Grade Schedule that is being amended as negotiated for Assistant Finance Director.

SECTION 4. That Council hereby amends the Job Class & Pay Grade and Hourly Wage Rate Schedules “A” and “B” for positions of Crew Chiefs to the Public Works Departments maintenance, Water Distribution, Water Plant & Wastewater to be incorporated herein by reference. The amended Job Class & Pay Grade Schedule is attached as Exhibit “A” is the amended Hourly Wage Rate Schedule adding a negotiated pay rate, and attached as Exhibit “B” is the existing Job Class & Pay Grade Schedule that is being amended as negotiated for Crew Chiefs.

SECTION 5. 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 6. That this Ordinance shall be effective as indicated herein.

PASSED IN COUNCIL THIS ____ DAY OF FEBRUARY, 2024.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

City of Newton Falls
Schedule A - Hourly Pay Rates

Range 6	A	B	C	D	E	Range 7	A	B	C	D	E
1/1/2013	14.44	14.81	15.14	15.52	15.95	1/1/2013	14.85	15.14	15.52	15.95	16.38
5/1/2017	14.58	14.96	15.29	15.68	16.11	5/1/2017	15.00	15.29	15.68	16.11	16.54
4/8/2018	14.80	15.18	15.52	15.91	16.35	4/8/2018	15.22	15.52	15.91	16.35	16.79
2/1/2019	14.95	15.33	15.68	16.07	16.51	2/1/2019	15.38	15.68	16.07	16.51	16.96
2/9/2020	15.10	15.49	15.83	16.23	16.68	2/9/2020	15.53	15.83	16.23	16.68	17.13
1/1/2021	15.55	15.95	16.31	16.72	17.18	1/1/2021	16.00	16.31	16.72	17.18	17.64

Range 8	A	B	C	D	E	Range 9	A	B	C	D	E
1/1/2013	15.21	15.52	15.95	16.38	16.83	1/1/2013	15.50	15.94	16.39	16.85	17.36
5/1/2017	15.36	15.68	16.11	16.54	17.00	5/1/2017	15.66	16.10	16.55	17.02	17.53
4/8/2018	15.59	15.91	16.35	16.79	17.25	4/8/2018	15.89	16.34	16.80	17.27	17.80
2/1/2019	15.75	16.07	16.51	16.96	17.43	2/1/2019	16.05	16.50	16.97	17.45	17.97
2/9/2020	15.91	16.23	16.68	17.13	17.60	2/9/2020	16.21	16.67	17.14	17.62	18.15
1/1/2021	16.38	16.72	17.18	17.64	18.13	1/1/2021	16.70	17.17	17.65	18.15	18.70

City of Newton Falls
Schedule A - Hourly Pay Rates

Range 10	A	B	C	D	E	Range 11	A	B	C	D	E
1/1/2013	15.95	16.38	16.83	17.33	17.81	1/1/2013	16.38	16.83	17.33	17.81	18.35
5/1/2017	16.11	16.54	17.00	17.50	17.99	5/1/2017	16.54	17.00	17.50	17.99	18.53
4/8/2018	16.35	16.79	17.25	17.77	18.26	4/8/2018	16.79	17.25	17.77	18.26	18.81
2/1/2019	16.51	16.96	17.43	17.94	18.44	2/1/2019	16.96	17.43	17.94	18.44	19.00
2/9/2020	16.68	17.13	17.60	18.12	18.62	2/9/2020	17.13	17.60	18.12	18.62	19.19
1/1/2021	17.18	17.64	18.13	18.67	19.18	1/1/2021	17.64	18.13	18.67	19.18	19.77

Range 12	A	B	C	D	E	Range 13	A	B	C	D	E
1/1/2013	16.83	17.33	17.81	18.35	18.89	1/1/2013	17.33	17.81	18.35	18.89	19.47
5/1/2017	17.00	17.50	17.99	18.53	19.08	5/1/2017	17.50	17.99	18.53	19.08	19.66
4/8/2018	17.25	17.77	18.26	18.81	19.37	4/8/2018	17.77	18.26	18.81	19.37	19.96
2/1/2019	17.43	17.94	18.44	19.00	19.56	2/1/2019	17.94	18.44	19.00	19.56	20.16
2/9/2020	17.60	18.12	18.62	19.19	19.75	2/9/2020	18.12	18.62	19.19	19.75	20.36
1/1/2021	18.13	18.67	19.18	19.77	20.35	1/1/2021	18.67	19.18	19.77	20.35	20.97

City of Newton Falls
Schedule A - Hourly Pay Rates

Range 14	A	B	C	D	E	Range 15	A	B	C	D	E
1/1/2013	17.81	18.35	18.89	19.49	20.09	1/1/2013	18.35	18.89	19.49	20.09	20.76
5/1/2017	17.99	18.53	19.08	19.68	20.29	5/1/2017	18.53	19.08	19.68	20.29	20.97
4/8/2018	18.26	18.81	19.37	19.98	20.60	4/8/2018	18.81	19.37	19.98	20.60	21.28
2/1/2019	18.44	19.00	19.56	20.18	20.80	2/1/2019	19.00	19.56	20.18	20.80	21.49
2/9/2020	18.62	19.19	19.75	20.38	21.01	2/9/2020	19.19	19.75	20.38	21.01	21.71
1/1/2021	19.18	19.77	20.35	20.99	21.64	1/1/2021	19.77	20.35	20.99	21.64	22.36

Range 16	A	B	C	D	E	Range 17	A	B	C	D	E
1/1/2013	18.89	19.49	20.09	20.76	21.38	1/1/2013	19.49	20.09	20.76	21.38	22.09
5/1/2017	19.08	19.68	20.29	20.97	21.59	5/1/2017	19.68	20.29	20.97	21.59	22.31
4/8/2018	19.37	19.98	20.60	21.28	21.92	4/8/2018	19.98	20.60	21.28	21.92	22.65
2/1/2019	19.56	20.18	20.80	21.49	22.14	2/1/2019	20.18	20.80	21.49	22.14	22.87
2/9/2020	19.75	20.38	21.01	21.71	22.36	2/9/2020	20.38	21.01	21.71	22.36	23.10
1/1/2021	20.35	20.99	21.64	22.36	23.03	1/1/2021	20.99	21.64	22.36	23.03	23.79

City of Newton Falls
Schedule A - Hourly Pay Rates

Range 18	A	B	C	D	E	Range 19	A	B	C	D	E
1/1/2013	20.09	20.76	21.38	21.98	22.84	1/1/2013	20.76	21.26	22.09	22.84	23.60
5/1/2017	20.29	20.97	21.59	22.20	23.07	5/1/2017	20.97	21.47	22.31	23.07	23.84
4/8/2018	20.60	21.28	21.92	22.53	23.41	4/8/2018	21.28	21.79	22.65	23.41	24.19
2/1/2019	20.80	21.49	22.14	22.76	23.65	2/1/2019	21.49	22.01	22.87	23.65	24.44
2/9/2020	21.01	21.71	22.36	22.99	23.89	2/9/2020	21.71	22.23	23.10	23.89	24.68
1/1/2021	21.64	22.36	23.03	23.68	24.60	1/1/2021	22.36	22.90	23.79	24.60	25.42

Range 20	A	B	C	D	E	Range 21	A	B	C	D	E
1/1/2013	21.38	22.09	22.84	23.60	24.41	1/1/2013					
5/1/2017	21.59	22.31	23.07	23.84	24.65	5/1/2017	0.01	0.01	0.01	0.01	0.01
4/8/2018	21.92	22.65	23.41	24.19	25.02	4/8/2018	0.01	0.01	0.01	0.01	0.01
2/1/2019	22.14	22.87	23.65	24.44	25.27	2/1/2019	0.01	0.01	0.01	0.01	0.01
2/9/2020	22.36	23.10	23.89	24.68	25.53	2/9/2020	0.01	0.01	0.01	0.01	0.01
1/1/2021	23.03	23.79	24.60	25.42	26.29	1/1/2021	0.01	0.01	0.01	0.01	0.01
						1/1/2023	25.65	26.38	27.14	27.92	31.00

City of Newton Falls
Schedule A - Hourly Pay Rates

1/1/2024

Crew Chief	Negotiated Wage	22.36 to 29.00
	Includes longevity pay at time of appointment	

Asst. Finance Director	Negotiated Wage	28.00 to 31.00
	Includes longevity pay at time of appointment	

POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE
Laborer	0	Maintenance	Public Works	0	Good physical condition-CDL w/6 mos. Experience-able to perform laborer tasks	10
Maintenance Worker	1	Maintenance	Public Works	1	CDL-all laborer skills & qualifications- operates front loader	13
Maintenance Worker	2	Maintenance	Public Works	3	All MW 1 skills & lisences- operates backhoe-streetsweeper-roller-flush truck-jackhammer/comp-installs tile-supervisory skills	14
Maintenance Worker	3	Maintenance	Public Works	5	All MW 2 skills & licenses-operates all equipment & vehicles-knowledge of street/storm sewer maintenance-maintain records/reports	15
Crew Chief		Maintenance	Public Works	Appointed	All MW 3 skills & licenses-operates all equipment & vehicles-knowledge of street/storm sewer maintenance-prepare/maintain records/reports, budgets, PO's, invoices, ability to run department	Negotiated **
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE
MRO Apprentice	0	Water Distribution	Public Works	0	Good physical conditions- not color blind-CDL w/6 mos experience-mechanical aptitude-prepares/maintains records/reports-3 yrs max. in-grade	10
Maintenance Relief Worker	1	Water Distribution	Public Works	2	OH class 1(supply)-CDL-op lab certificate-basic knowledge of water chemistry-distribution-plant operation-& purification	11
Maintenance Relief Worker	2	Water Distribution	Public Works	4	MRO skills-licenses & certifications-backflow certificate-thorough knowledge water chemical, distripution, plant operation & procedures	13
Maintenance Relief Worker	3	Water Distribution	Public Works	6	MRO 2 skills, licenses & certifictions-thorough knowledge plant systems/ops, distribution system & procedures	15
Crew Chief		Water Distribution	Public Works	Appointed	MRO 2 skills, licenses & certifictions-thorough knowledge plant systems/ops, distribution system & procedures - able to prepare/maintain reports/records, budgets, PO'S, invoices, Run department	Negotiated **
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE
Water Operator Aprentice	0	Water Plant	Public Works	0	Good physical condition-not color blind-3 yrs. Max in-grade-mechanical aptitude-prepares/maintains records/reports-basic math skills-able to obtain lab cert.	10
Water Plant Operator	1	Water Plant	Public Works	2	OH class 1(supply)& operational lab certificate-mts all ap. Op. requirements-basic knowledge water/chemical purification-pumps/valves-able to red/interpret & respond to meters,gauges/graphs	11
Water Plant Operator	2	Water Plant	Public Works	4	All OP 1 skills, licenses,& certificates-thorough knowledge of all water chemistory/purification, plant procedures & iperations	13
Water Plant Operator	3	Water Plant	Public Works	6	All OP 2 skills, licenses & certificates, thorough knowledge of all plant systems, pumps, valve & meeters-able to prepare all reports	15
Crew Chief		Water Plant	Public Works	Appointed	All WTP Op3 skills, icenses & certificates- thorough knowledge of all WTP systems, pumps, valves & meters-able to prepare/maintain reports/records, budgets, PO's, invoices, ability to run department	Negotiated **
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE

Wastewater Op Aprentice	0	WPC	Public Works	0	Good physical condition-not color blind-CDL with 6 mos experience & 3 years max in-grade	10
Wastewater Operator	1	WPC	Public Works	2	OH Class 1-WW, CDL-basic knowledge WWT methods & WTR chemicals-plant-pumps/lifts-able to read/interptmeeters, gauges,graphs & to operate WW system/equipment	11
Wastewater Operator	2	WPC	Public Works	4	All WWPT Op1 skills licenses & certifications-able to do lab analysls & make taps- thorough knowledge WTR chemical-WWTP/procedures-basic knowledge boilers/valves	13
Wastewater Operator	3	WPC	Public Works	6	All WWPT Op2 skills, icenses & certificates- thorough knowledge of all WWTP systems, pumps, valves & meters-able to prepare/maintain reports/records.	15
Crew Chief		WPC	Public Works	Appointed	All WWTP Op3 skills, icenses & certificates- thorough knowledge of all WWTP systems, pumps, valves & meters-able to prepare/maintain reports/records, budget, PO's, invoices, ability to run department	Negotiated **
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE
Lineman Apprentice	1	Electric	Public Works	0	Good physical health-min 1 yr in-grade & max 2 yr in-grade-general electrical apitude-knowledge of basic math-able to foloow written/oral instructions	10
Lineman Apprentice	2	Electric	Public Works	1	Min 1 yr as apprentice-1st yr AmpOhio Merchant Training or equivalent-CDL & able to operate all electric equip/vehicles, set, climb & dress a 40' pole, install anchors & guys, basic knowledge of inerior wiring, able to read & interpt basic wiring diagrams, ability to test all tyes of electric meters, thorough knowledge of electric policy/procedures, safety rules/regulations, perrms wiring on voltages up to 600, able to trim trees around service wires	11
Lineman	1	Electric	Public Works	2	All Lineman Appentice 2 skills, licenses& certificates-2yr AmpOhio Merchant Lineman Training-basic knowledge of NF electric system	13
Lineman	2	Electric	Public Works	3	All Lineman 1skills, licenses & certificates- 3yr AmpOhio Merchant Lineman Training-extensive knowledge of NF electrical system	15
Lineman	3	Electric	Public Works	4	All Lineman 2 skills, licenses & certificates-4yr AmpOhio Merchant Lineman Training	17
Senior Lineman	0	Electric	Public Works	5	All Lineman 3 skills, licenses & certificates- AmpOhio Journeyman Lineman certificate, senior lineman-"crew leader"- thorough knowledge of NF electric system	21
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE

Clerk	1	Any	Finance / Utility	0	Good physical condition-1+ yr office experience-basic math skills-English-bookkeeping skills-able to perate office equipment-work with the public- & maintain cofidentiality	11
Clerk	2	Assigned	Finance / Utility	2	All Clerk1 skills, licenses & certificates & able to maintain accounts, perform procedures specific to the assigned division open & close office	12
Clerk	3	Assigned	Finance / Utility	4	All clerk 2 skills, licenses & certificates-able to establish/maintain all reports/records-meet deadlines- run the assigned division in the supervisors absence	14
Administrator	0	Assigned	Finance / Utility	Appointed	All clerk 3 skills, licenses & certificates - able to establish/maintain all reports/records-meet deadlines- manage the assigned division reporting to the Finance Dlrctor	20
Asst. Finance Director	0	Assigned	Finance	Appointed	Operate Finance Department, overseeing daily accounting & utility activities, establish/maintain all financial reports, familiar with budget preparation, reporting to the Finance Dlrctor	Negotiated **
					** See Schedule A - Hourly Pay Rates	

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2024-08
SPONSOR: Councilpersons Rufener, Benetis

**AN ORDINANCE ESTABLISHING THE RATE OF PAY
FOR INTERIM CITY MANAGER**

WHEREAS, The premium rate of pay for Acting City Managers Pay was established by Ordinance 2014-09 on June 2, 2014; and

WHEREAS, Council recognizes that Ordinance 2014-09 did not contemplate the circumstance of needing to fill the position of City Manager for an extended period of time on an Interim basis until an appropriate search can be accomplished to a permanent City Manager;

WHEREAS, Council recognizes the need to fill this position so that there is continuity in the level of service in the Village; and

WHEREAS, Council further recognizes that experience to maintain the appropriate level of continuity and service to the community requires an appropriate level of compensation for an Interim City Manager; and

WHEREAS, Village Council desires to establish a salary for the position of Interim City Manager;

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

SECTION 1. That the position of Interim City Manager shall receive a salary of \$_____ and \$_____ per hour.

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 _____, 2024.

ORDINANCE NO.: 2024-08

SPONSOR: Councilpersons Rufener, Benetis

Page 2.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director