



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
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**
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
- IV. **Changes To Tonight's Agenda**
- V. **Special Presentations by Staff Members or Invited Consultants**
Presentation of Commission and Board Annual Reports
- VI. **Public Comments (Agenda Items Only)**
- VII. **Reports**
 - a. Mayor
 - b. Council Members
 - c. Finance Director
 - d. Law Director
 - e. City Manager
- VIII. **Approval of Previous Minutes**
Regular Meeting Minutes January 17, 2024
Special Meeting Minutes January, 31, 2024
- 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
- 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

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

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

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

XII. Public Comments

XIII. Closing Remarks

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

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

XV. Adjournment



NEWTON FALLS CITY COUNCIL
REGULAR MEETING MINUTES
Wednesday, January 17, 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	
City Manager	Pamela Priddy
Interim 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 6:03 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: City Manager Priddy, Clerk Acomb, Finance Director Housley, Interim
Law Director Jeff Limbian.

Staff Absent: None.

IV. Changes To Tonight's Agenda

Mr. Axiotis made a motion to remove Ordinance 2024-03 from the agenda stating his
intention to have the ordinance added to a future meeting agenda for Council's
consideration. 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 item was removed from the agenda.

Ms. Stimpert made a motion to move the Executive Session to immediately after Public
Comments for the purpose of appointment and employment and litigation.

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.

V. Special Presentations by Staff Members or Invited Consultants

None.

VI. Public Comments (Agenda Items Only)

Rick Kerlin – 1009 Woodglen

Thank you to Ward 3 for her helpfulness in returning calls and discussing various matters. Thank you to Mr. Axiotis for removing Ordinance 2024-03. Mr. Kerlin spoke against Ordinance 2024-01 stating belief that the committee is the only way to move forward and the members of the current committee believe they can achieve significant progress prior to the end of the calendar year. He urged Council to vote no on Ordinance 2024-01 because the committee has accomplished more in their time than the tenant ever did.

Adam Zimmermann – 515 LeMae Avenue.

He spoke in support of Ordinance 2023-01. He wants the Parks and Recreation Commission to be in control of the community center. He stated that too many questions exist to have an outside organization in charge. He stated that non-residents on the City of Newton Falls are on some committees. He spoke against their participation and stated his preference that only city residents be part of these committees.

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

Ms. Stimpert made a motion to adjourn into executive session for the purpose of appointment and employment and litigation. 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. 6:13 pm.

Ms. Stimpert made a motion to adjourn the executive session and resume the regular session. Seconded by Ms. Benetis.

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. 8:31 pm.

Ms. Stimpert made a motion to appoint Steven Lyden to the Police Services Ad-Hoc Committee. Seconded by Ms. Persino.

Mr. Axiotis stated that Mr. Lyden interviewed well. He had lots of ideas and is a former officer who was open to exploring all options. Ms. Stimpert added that he has experience in other communities, as well.

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

Ms. Stimpert made a motion to appoint Terry Wentworth to the Police Services Ad-Hoc Committee. Seconded by Ms. Persino.

Ms. Stimpert spoke in support of Mr. Wentworth as a lifelong resident and many roles in the department and court, previously.

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

Mr. Limbian recommended that Council not consider Mr. Garvey or Mr. Zimomra given their current relationship with the NF police department. He stated further that his recommendation ensure that no allegations of conflicts of interest for either person for personal benefit can be made and it protects them and Village. He stated further that he believes their intent is pure and free of motivation for personal gain; but it is his

recommendation nonetheless.

Mr. Rufener made a motion to reconsider the appointment of Mr. Lyden asking makes him different than Mr. Garvey or Mr. Zimomra given they are all previous members police department and could all potentially benefit from the return of the department. Mr. Axiotis stated that Mr. Lyden has no current ties to the department. He spoke in support of Mr. Limbian's opinion on Garvey and Zimomra. Mr. Limbian reiterated that they have a current relationship with the department. Mr. Rufener withdrew his motion.

Ms. Stimpert made a motion to appoint Richard Zamecnik to the Police Services Ad-Hoc Committee. No second.

Ms. Stimpert made a motion to appoint Catie Karl to the Police Services Ad-Hoc Committee. No second.

VIII. Reports

- a. Mayor – Mr. Hanson - No report.
- b. Council Members
 - i. Ward 2 – Mr. Axiotis – A Planning and Zoning Committee meeting was held. There is intent is to address issues raised by a new member regarding drug rehabilitation houses and the legalization of marijuana. It was a nice discussion and a resident was approved to combine two lots.
 - ii. Ward 1 - Benetis – no report
 - iii. At-large – Ms. Stimpert – Fired Board met yesterday for organization. Aaron Perkins is the Township representative. A new Lieutenant was sworn in and more full-time officers are being sought. Department runs were up 17% from 2022. They have received grants. They sold the First Street Property. Mrs. Persino attended. She was out last Friday for the sales.
 - iv. Ward 3 – Ms. Persino – She attended the Fire Board meeting also. She offered congratulations to several people, including Mr. Perkins, the new lieutenant, Mr. George, and Mr. Wentworth. Regarding the Community Services Meeting, a meeting was scheduled for January 22. There are 5 seats and only 2 are filled, so the meeting is cancelled for a lack of quorum. She encouraged interested residents to contact the Clerk. Mr. Limbian was optimistic in finding a way to have this committee move forward despite a full committee.
 - v. Ward 4 – Mr. Rufener – no report.
- c. Finance Director – He offered congratulations to the Mayor and Mr. Axiotis. He apologized for not being present at the previous meeting due to conflict with the Council meeting in his other community. Year end reports were uploaded timely. The 2024 budget was opened, and he thanked them for that prompt budget opening. He encouraged the Council to request the next year's budget in September of each year and hold some work sessions. He stated the belief that work sessions are valuable, public tools that should be used. He summarized income collections from 2021-2023. A 16% increase in collections was realized due to his work to communicate with the community and the delinquent filer program. 700 letters are being sent this week to delinquent filers. He encouraged residents to notify the finance department if someone has moved.

- d. Law Director – He thanked Council and the Clerk for their cooperation and assistance in his transition.
- e. City Manager – She agreed with Mr. Housley regarding work sessions, particularly in planning for infrastructure upgrades. She stated that another water plant issue occurred; where they lost all control of the system due to parts that have not been received yet. She is working with Dunkin Donuts to get construction started. She has been dealing with resident issues with pets, etc.... Eastgate has selected NF for participation in the ODOT Safe Streets program. She will meet with them next week and send information to the Council.

IX. Approval of Previous Minutes

Organizational Meeting Minutes January 3, 2024

Mayor Hanson called for motion to approve the minutes. Moved by
Seconded by

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.

Regular Meeting Minutes January 3, 2024

Mayor Hanson called for motion to approve the minutes. Moved by
Seconded by

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.

X. Public Hearings

ORDINANCE 2024-01

Sponsor: Councilpersons Rufener, Stimpert

AN ORDINANCE REPEALING CHAPTER 144 OF THE ADMINISTRATIVE CODE
TITLED DEPARTMENT OF HISTORIC SITES AND STRUCTURES

Mr. Zimmermann – 515 Lemae Avenue

He spoke about the role of the courts in resolving current conflict and spoke in support of this ordinance. He encouraged Council to vote ‘yes’.

Rick Kerlin – 1009 Woodglen

He spoke against the ordinance. Because there is so much disrepair in the building, time is of the essence and this committee can begin repairs right away and save the building. He urged Council to vote ‘no’.

ORDINANCE 2024-02

Sponsor: Councilpersons Rufener, Stimpert

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

Adam Zimmermann – 515 Lemae Avenue

He spoke in support of the ordinance citing the need to stop the city manager from circumventing the threshold with smaller contracts on one project.

Mr. Housley was granted an address. He asked Mr. Limbian for clarification: Does this ordinance apply to previously approved contracts and payments that might need to be made on those contracts. Mr. Limbian stated “no”.

XI. Unfinished Business

ORDINANCE 2024-01

Sponsor: Councilpersons Rufener, Stimpert

**AN ORDINANCE REPEALING CHAPTER 144 OF THE ADMINISTRATIVE CODE
TITLED DEPARTMENT OF HISTORIC SITES AND STRUCTURES**

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

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

Ms. Persino stated that she abstained last meeting and plans to abstain again due to her past service on this committee. She urged Council to rethink the ordinance stating that ‘historical sites and structures’ was not only inclusive of the community center; but also other historically important sites. She spoke in support of the committee and had hoped Heritage Accord would have worked with them; but they chose not to do so. She spoke against the ordinance and reminded that there are other buildings, structures, etc... that are important and need to be protected. The conflict around one building should not negatively affect the work that can be done for the other sites. Mr. Rufener encouraged the public to call him directly with questions. He clarified that this committee has made progress and he has attended their meetings. He listed what has been accomplished and afterwards stated his belief that they did not achieve much at all, including that the city paid for the roof. He summarized that that a new park was discussed in the vicinity of the dam; but he is not in support of a park being built by a dam that might be soon demolished. He urged Parks and Recreation to take up the discussion of the park. He stated his opinion that the following are needed in order to continue; but none exist presently: (1) A project design plan, (2) An available budget, (3) Willingness of the community to pay for was is needed. He spoke against the matching grants and reimbursement grants and low-interest loans that would be repaid by the residents. He stated that this committee is not needed. He spoke in support of Heritage Accord as a third-party who can raise funds and perform the work.

Roll Call Vote: Mr. Axiotis-yes; Ms. Benetis-yes; Ms. Persino-abstain; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The ordinance was adopted. First Reading.

ORDINANCE 2024-02

Sponsor: 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. Axiotis. Seconded by Ms. Stimpert.

Mr. Axiotis discussed concerns from the utilities departments and made a motion to amend the ordinance. He spoke of the need to eliminate the need of Council to “handcuff” the ability of the Village to address emergencies without... He distributed the proposed wording to the members of council for the amendment. Mr. Rufener also stated that he also has an amendment to suggest after hearing from the department heads. Mr. Axiotis made a motion to amend and read his version (attached). Ms Stimpert recommended hearing Mr. Rufener’s proposed amendment. Mr. Rufener read his version. Mr. Housley, in his view, stated that Mr. Axiotis’ version is “exceptional and perfect”. Ms. Stimpert spoke in support of

Mr. Axiotis and asked for a compromise to \$25,000. Mr. Axiotis stated that superintendents believe \$25,000 is too low and he supports their opinion and view. Ms. Priddy spoke in support of the amendment and stated her appreciation to Council for addressing the concerns of the utility superintendents. She stated that this weekend, for example, one pump at the water treatment plant was almost \$8,000, and all of the repairs from this past weekend will cost close to \$30,000, which the residents need to be fixed immediately. Mr. Housley used the Scott Street Sewer project as an example and inquired regarding whether or not individual payments of 10K or more need approved, if the overall Contract has already been approved? Mr. Limbian said no, the payments would not need to be approved.

Mr. Rufener withdrew his version of an amendment and seconded Mr. Axiotis' motion to amend. No further 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 amended.

Mr. Axiotis made a motion to adopt the ordinance as amended.

It was stated that both sponsors will remain on the amended version.

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 as amended. First Reading.

REQUEST FOR QUALIFICATIONS ADDITIONAL PERFORMANCE AUDIT PROJECT
Ms. Stimpert stated that Mr. Bryan provided an incorrect RFQ that does not accurately provide as she requested. She made a motion to table the RFQ so that it could be rewritten and re-presented to Council at a future date yet to be determined. Moved 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.

XII. New Business

XIII. Public Comments

Rick Kerlin – 1009 Woodglen

He spoke against the amended ordinance and asked the law director if the entire ordinance is now substantially different, and must now start over as a new ordinance?

He spoke against Mr. Rufener's assessment of the work of the historic structures department.

Adam Zimmermann – 515 Lemae Avenue

He commented on the absence of a stone pavilion in the discussions of the disbanded department. Mr. Zimmermann stated that the city manager should be expected to be able to answer questions about the RFQ.

XIV. Closing Remarks

- a. Mayor – Mayor Hanson thanked the audience for their calm and collected behavior. He encouraged every meeting to be the same.
- b. Council Members
 - i. Ms. Benetis – No remarks.

- ii. Mr. Axiotis – No remarks.
- iii. Ms. Stimpert – No remarks.
- iv. Ms. Persino – No remarks.
- v. Mr. Rufener – No remarks.
- c. Finance Director – Mr. Housley – He asked to know if he has any restrictions on his comments. The Mayor said no. A change by the administration has been made regarding how records are being handled and it is a more de-centralized approach. He has been unhappy with the timely fulfillment, as well. He stated that he should be included on any requests that include records from his office. He asked Council to consider the need for named City Clerk. He stated that the need for a City Clerk is necessary for public records fulfillment.
- d. Law Director – No remarks.
- e. City Manager- No remarks.

XV. Adjournment

Mayor Hanson called for a motion to adjourn the meeting. Moved by Mr. Axiotis.
Seconded by Ms. Persino.

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 9:33 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council



NEWTON FALLS CITY COUNCIL
SPECIAL MEETING MINUTES
Wednesday, January 31, 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
Interim Law Director	Jeff Limbian
Finance Director	Sean Housley
Clerk of Council	Michael Acomb

This special meeting was called by Brian Axiotis and Julie Stimpert on 01/26/24.

I. Call to Order

Mayor Hanson called the meeting to order at 6:00pm. He stated that this meeting was a special meeting called for the emergency the city has impending legal issues needing a law director to give these matters urgent attention.

Pledge of Allegiance / Silent Prayer

II. 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, Interim Law Director Limbian, Clerk Acomb.

Staff Absent: Finance Director Housley.

III. Public Comments (limited to those items on the agenda)

Rick Kerlin – 1009 Woodglen

He asked a few questions regarding Mr. Limbian's contract. He wanted to know about the hours of work and if he will be maintaining a schedule of work as a prosecutor. Will he have an office in the building and what hours will he be available? Will his email address be on the website and publicly available? Will he be available Mon-Wed-Fri to the public at the Municipal Building, if he is working Tues-Thurs as the prosecutor.

IV. Old Business

None

V. New Business

ORDINANCE 2024-05

Sponsors: Councilpersons Axiotis, Persino

AN EMERGENCY ORDINANCE APPOINTING JOHN JEFFREY LIMBIAN DIRECTOR OF LAW AND AUTHORIZING THE MAYOR TO ENTER INTO THE ATTACHED DIRECTOR OF LAW AGREEMENT

Mayor Hanson read the ordinance by title and called for a motion to adopt the

ordinance. Mr. Rufener noted that a clerical error on the agenda incorrectly identifies the ordinance as 2023-05. The correct ordinance number is 2024-05. Mr. Acomb acknowledged the misprint and made the correction. Moved by Axiotis. Seconded by Ms. Benetis.

Mr. Axiotis stated that this ordinance is for Mr. Jeff Limbian who has been serving as the Interim Law Director for the past month. He asked Mr. Limbian to answer Mr. Kerlin's questions. Mr. Limbian stated the following: "I know with regard to the court schedule, it's my appreciation that counsel would like me, first of all, to notify the current acting prosecutor that their 60-day window is going to be invoked, and they'll be asked to step aside, at which time I'll be working alongside of them for those 60 days, and then ultimately taking over as the prosecutor. As I appreciate the schedule right now in the court, it is a Tuesday, Thursday schedule. I understand that sometimes it goes full days, sometimes it goes part days. So, I don't know if I can give a specific amount of hours I'll be there working with the judge in the courtroom. I'll certainly operate at his pleasure. And if he needs me there for any cases that are protracted, I'll certainly do that. With regard to litigation, if there are jury demands, jury trials, I would anticipate that a jury trial would go in a municipal court a day or two. So, there might be a spillover from a Tuesday onto a Wednesday or a Wednesday onto a Thursday or then onto a Friday. So, there's no way of knowing for certain what the prosecutorial hours will be. I understand it's generally finite on Tuesdays and Thursdays, but I don't want to state that for the record, and then hopefully to be shown to not be accurate. With regard to the work that needs to be done on the civil side for counsel and for the civil litigation, judging from the past month, I think the next several weeks, months, and maybe even longer, will be rather heavy with trying to determine what litigation is legitimate and which one we can anticipate going to trial. I know there will be significant work with regard to ordinances, and I know that public records are quite an onerous process right now. Given the transition in the city manager's office, I anticipate that that's going to be a fairly significant burden. And I don't mean burden in the pejorative, but just a lot of time. I anticipate that this work would, while it's part-time, will be anywhere from 20 to 30 hours a week. And I anticipate doing that at any given time and on any given day. It's been my experience as a law director for six years that you're expected to be available really 24-7. So, while I don't anticipate that I'll have an office here in the building, other than the prosecutor's office, I will certainly be available from my private office at 940 Wyndham Court in Youngstown. But certainly, if it becomes necessary to establish a beachhead here, that's certainly not a problem for me. So, I anticipate that I'll be available to counsel and to the mayor and to the city manager and any other department heads at any time of the day or night, they're going to have my cell phone, my email, and they're certainly free to talk to me at any time. And if there's a matter for which I need to come ASAP, I will do that. Mr. Axiotis stated that his experience has been very positive with Mr. Limbian. The proposed contract is the same as what the previous law director was earning and saves the Village \$40,000 per year because Mr. Limbian will be taking over as prosecutor. Mr. Limbian replied that the agreement does mirror past agreements with other law directors. He noted the 30-day termination clause as a benefit to the Village and expressed his interest in serving the Village for the foreseeable future.

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

Mayor Hanson called for a motion to adopt the ordinance on second and final reading. Moved by: Mr. Axiotis. 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.

VI. Motion to Recess into Executive Session (if necessary).

Public Comments (limited to those items on the agenda)

Rick Kerlin – 1009 Woodglen

He appreciates being able to speak during the meeting to the law director. He asked if the Village's legislation will be written by Mr. Limbian. Mayor Hanson permitted Mr. Limbian to reply. He replied yes, he will draft and work collaboratively with the clerk. The substance of all legislation will be written by Mr. Limbian, and he will secure the sponsors as he works with Council. Mr. Kerlin asked if Mr. Limbian would be handling public records. Mayor Hanson permitted Mr. Limbian to reply and he stated that it is primarily a city manager function, but he would be "integrally involved in helping determine what is a public record and what isn't a public record, whether or not a public record request is overly broad, burdensome, what's a reasonable amount of time to respond to public record requests. I've gotten the sense over the last month that's a significant issue in Newton Falls, and we certainly want to make sure we adhere to the law. But also, that there's some reason and common sense applied to it. But I won't actually be putting out the records, but I'll be working with the city manager or whether the city manager deems as the person who is responsible for facilitating that. Mr. Kerlin wanted to know if the charter and the ORC will be followed with regard to public records. Mr. Limbian said yes.

VII. Adjournment

Mayor Hanson called for a motion to adjourn the meeting. Moved by Ms. Stimpert. Seconded by Ms. Benetis.

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 6:18 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

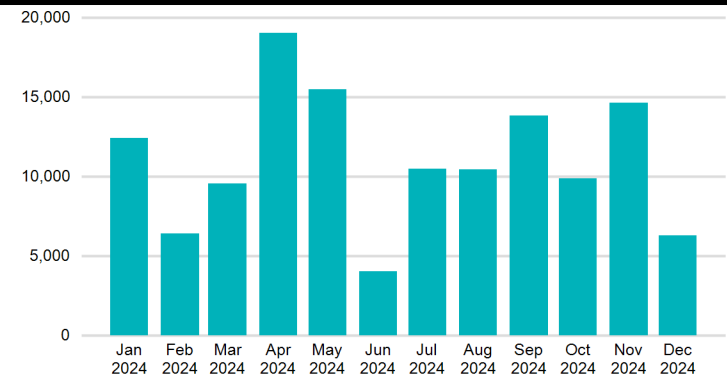
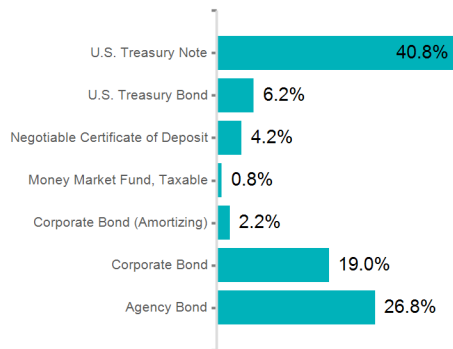
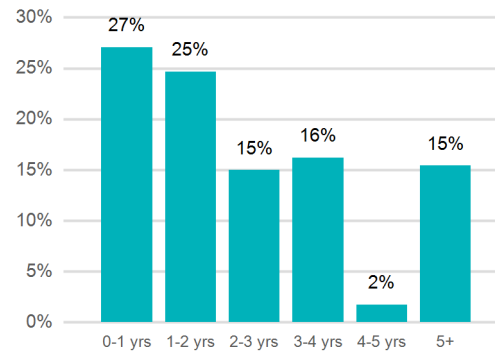
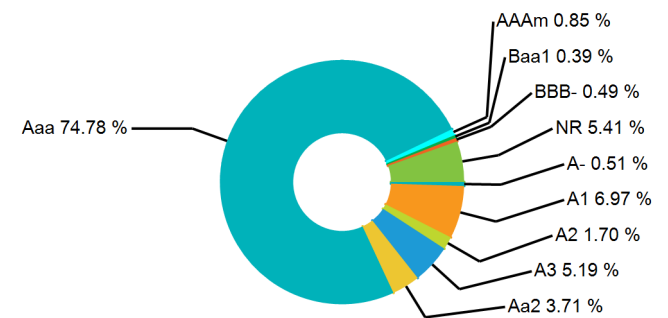
As of December 31, 2023

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

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+

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.

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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

Your Investment Representative:

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For questions about your account please contact your investment representative or contact publicfundsoperations@meederinvestment.com
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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

Market Value									
Investment Type	0-1 yrs	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5+ yrs	Total	% of Total	WTD Maturity
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	3133EPYM1	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



		Level			
Security Type	Total	Investments not Measured at Fair Value			
			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	-

Meeder Public Funds provides annual supplemental reports to its public funds clients to assist them in fulfilling their reporting obligations under Governmental Accounting Standards Board Statements No. 31, 40 and 72. The report includes positions managed by the investment adviser and 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. Information for unmanaged accounts 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. The report is not an exhaustive representation of all investments held by the public client nor sufficient for compliance with GAAP or GASB requirements.

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.

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
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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>
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***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
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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.

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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
503	ELECTRIC OPERATING			
Other Operations	Legal Level	5,897,428.00	5,941,428.00	44,000.00
503	Total:	6,413,828.00	6,457,828.00	44,000.00
Grand Total:		17,424,238.07	17,768,997.15	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.: 2024-02
SPONSOR: Councilpersons Rufener and Stimpert

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

WHEREAS, in order to promote fiscal responsibility and protect the Village treasury in the current economic climate, Council determines it is necessary for it to approve all contract expenditures over \$10,000; and

WHEREAS, in light of the above, Council desires to amend Section 133.03 of the Village Administrative Code pertaining to the City Manager’s contract authority threshold.

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

SECTION 1. That Council hereby and herein amends Section 133.03 of the Administrative Code pertaining to the contract authority threshold of the City Manager, 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

133.03 CONTRACT AUTHORITY.

The City Manager may enter into a contract to purchase goods or services without the necessity of public bids, on behalf of the City, if the amount of the contract is less than that prescribed in Ohio R.C. 731.14, and as it is amended from time to time, provided that prior approval of Council is obtained for expenditures in excess of ~~twenty-five~~ ten thousand dollars (~~\$25,000~~ \$10,000). No one project can be paid or contracted for in such manner that a bid is divided so as to avoid the ~~twenty-five~~ ten thousand dollar (~~\$25,000~~ \$10,000) limit. In the event of an emergency in the city's utility departments, (e.g. Electric, Water Distribution, Water Treatment, and Wastewater Departments) the \$10,000 spending threshold can be waived up to a maximum of \$35,000 for the purchase of equipment and other expenses related to only the emergency repairs if both the affected utility department superintendent and the City Manager authorize the purchase. In any instance where the \$10,000 spending threshold is exceeded, the City Manager shall, within 12 hours of the purchase, provide all members of Council with the details of the emergency, including what was purchased and the amount spent, and the City Manager shall direct the Clerk to add the issue to the next regular meeting agenda for discussion.

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

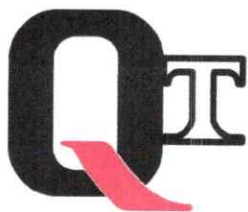
1/24/2024

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.